

(2) Days off during performance.

- (a) After the first paid public performance, the Actors and Stage Managers shall receive one day off during each week free from all rehearsals and performances, except as may be otherwise provided in Rule 58, REHEARSALS generally and Rule 70, as it pertains to National and Tiered tours.
- (b) During a pre-Point of Organization tryout, the Company shall receive at least one calendar day off each seven days which shall be free of rehearsal, performance and travel except that:
 - (i) In cities where the engagement is four weeks or more, the Producer may change the performance schedule once during that engagement, thereby rendering the days off further apart than every seven days, provided that the Actor still retains one full day off in each week and further provided that in the weeks when the schedule changes from a Tuesday - Sunday schedule to a Monday - Saturday schedule, there will be no rehearsal on one of two days, either the Sunday or the Monday, at the Producer's option, thereby allowing for only performance time on one of those two days. If Sunday is a two-performance day, there will be no rehearsal on Monday.
 - (ii) The Actors may be required to travel on the day off when traveling back to the Point of Organization.
 - (iii) Such change in schedule may not result in a breach of Paragraph (B)(1)(e) above.
- (c) After the Official Opening at Point of Organization, the Company may not be called before the half-hour call of the first performance following the required day off except:
 - (i) As provided for in Rule 61(A)(1) above.
 - (ii) When the first performance following the required day off is a matinee, then for the purposes of a move from one theatre to another at the Point of Organization or a major cast replacement as defined in Rule 61(A)(1), the company may be called between 7:00 p.m. and 10:00 p.m. on the day prior to a matinee day or for two hours prior to said matinee performance so long as Rule 58(D)(2) is complied with.
 - (iii) When there are six performances in three days, as provided in Rule 50(A)(2), if the first performance of the workweek is an evening performance following two or more consecutive days off, rehearsal may be called on the day of such evening performance, except as limited by Rule 50(A)(2)(e).
 - (iv) For all other rehearsal calls on the day following the day off, Actors (other than replacement Actor(s)) including the Stage Managers and Dance Captains, shall be paid one and one-half times the overtime rate for each hour or part thereof, except for Stage Managers and Dance Captains called to audition or rehearse a replacement on the day following the day off as provided in Rule 61(B)(2)(d).
 - (v) However, this subparagraph (c) shall also apply to touring productions and productions prior to Official Opening, and may be utilized by the Producer to the extent that it exceeds the rights otherwise set forth in this Agreement to rehearse on the day following the day off, with or without compensation. (See e.g. Rules 70(C) and 58(D)).
- (d) If a Stage Manager and/or a Dance Captain are called to audition or rehearse a replacement on the day following the required day off, they shall be paid at the appropriate overtime rate for a minimum call of four hours.

(e) **Schedule Change.** At the Point of Organization, three weeks' notice and on the road, two weeks' notice must be given to the company and Actors' Equity Association to change the day off. This requirement shall not apply to the rehearsal period. However, the schedule of days off will not be unreasonably changed. When a schedule change results in 16 consecutive performances without a day off, there shall be no rehearsals on the Monday that occurs in the middle of the 16 performances, except for sound checks and/or put-in rehearsals. (See also Rule 50(A)(3)). The maximum number of rehearsal hours in the second week of the changed schedule shall be four hours (eight hours for Understudies) provided the schedule change occurs more than two weeks after the Official Opening of the production. It is understood that emergency situations will be taken into consideration. (See Rule 70 for notice to Actor of schedule change on tour.)

(f) Except during an engagement of one week or less, and except in those weeks in which a Federal holiday falls, there shall be no regularly scheduled matinee performances on the day following the required day off.

(C) **National and Tiered Tour Provisions.** (See also Rule 39, LAY-OFF, and Rule 70(C)(2), TOURS.)

- (1) The Producer agrees that after the first paid public performance there will be one day off in each week free of all performances and rehearsals. Such days off in each week shall be no further apart than 12 consecutive performance days. Travel to the next playing date, if necessary, will not constitute a breach of this paragraph requiring extra payment. For each performance beyond 12 consecutive performance days without a day off, the Actor shall be paid one-eighth weekly contractual salary for each such performance in addition to Actor's regular weekly contractual salary. In addition, there shall be two days free from rehearsal, performance, and travel in every 28 days commencing from the first paid public performance of the tour. These two "Golden Days" shall not be in the same work week. Producer may travel the company on three such days within each 13 week period (but not more than once every four weeks) upon payment to Actor of \$100 for each such day traveled.
- (2) The Company shall not be required to rehearse until three hours from drop-off at the last hotel, except when replacement(s) are to perform for the first time. When transportation is directly to the Actor's hotel and travel time does not exceed three hours from point of departure, two hours shall comprise the aforesaid rest period.
- (3) In no case shall there be less than one hour between the arrival in town and the first subsequent call. If arrival in town is less than one and one-half hours prior to the half-hour call, Producer shall arrange to serve a meal in the theatre. Such meal shall be paid for by the Producer.
 - (a) If the Actor makes a request in advance for a hot meal or for a cold meal, and if practicable, the Producer shall accommodate Actor's request.
 - (b) In the event that no meal is served, the Actor shall be paid \$17.50 in lieu thereof. However, the Producer must provide a meal when the Actor is unable to arrange for one.

62. SAFE AND SANITARY PLACES OF EMPLOYMENT

(A) The Producer agrees to provide the Actor with safe and sanitary places of employment. All stages shall be clean and properly heated. The Producer shall use best efforts to provide air-conditioning when necessary to insure comfortable healthful temperatures at all times. In New York, Chicago and Los Angeles, the Producer shall provide air-conditioning and heat in all dressing room areas when necessary to insure a reasonably comfortable and healthful temperature by the time of the Actor's call. In New York City, dressing rooms, bathrooms and other common areas that are frequented by the Actors shall be deep cleaned as is practical no less than once per year.

- (1) Treads on backstage stairways shall be maintained in a safe condition. Stairways shall be provided with adequate lighting and adequate hand-rail supports.
- (2) The Producer shall exercise best efforts to keep alleyways leading to stage doors of theatres accessible, properly lighted, free of debris and protected from trash or litter from overhead.
- (3) At Point of Organization, Producer shall engage the services of a professional exterminator who shall treat the theatre on at least a monthly schedule. Whenever feasible, such treatments shall be made on the company day off.
- (4) Producer shall post such notices as are required by the regulations of the Occupational Safety and Health Administration.
- (5) To enhance existing measures concerning Actor safety, a Joint Safety Committee comprised of six (6) representatives, three (3) Producer and three (3) Equity representatives, shall be formed and shall meet within 90 days of ratification. In addition to other safety related matters, the Committee shall discuss the utility as a benchmark of the standards set by the American National Standards Institute (ANSI), and shall make appropriate recommendations. If needed to achieve consensus, and/or to ensure that the parties meet regularly, Mediator Martin S. Scheinman shall be engaged to participate in the discussions. The parties to this Agreement will enter into a side letter to reflect the Committee's joint recommendations, if any.

(B) Dressing Rooms.

- (1) Assigned dressing rooms shall be maintained for the exclusive use of the Actors. In Point of Organization cities, the Producer shall use best efforts to ensure that any rooms originally intended to be dressing rooms shall be assigned to the Equity Company, with special consideration for proximity to the stage. Curtained partitions shall not be deemed adequate separation to provide exclusive use of the space with respect to other backstage activities. Adequate table space for each Actor shall be allocated to all members of the Company, including Understudies and Swings, for make-up and dressing purposes.
- (2) All dressing rooms shall be properly heated and shall have adequate lights, mirrors, shelves and wardrobe hooks for Actor's make-up and dressing equipment.
 - (a) Use of fluorescent lighting for make-up purposes is prohibited unless the fluorescent lighting is specifically warranted by the manufacturer to be for make-up purposes.
 - (b) All dressing rooms shall be maintained in a clean and sanitary condition and painted and maintained as necessary. Peeling paint and loose plaster shall be repaired. Floors shall be washed or vacuumed at least once each week and dressing rooms cleaned at least once each working day.
 - (c) Ventilation of dressing rooms and of all change rooms provided in basement areas, shall meet the standards set by municipal health codes.
 - (d) If an Actor with a disability is employed, reasonable accommodations, as defined by the ADA, shall be provided.
- (3) Where more than three costume changes are required during a performance, a change room shall be maintained within two flights of the stage if space is available. Where adequate or proper space is alleged to be unavailable, such fact must be reported to the Producer and Equity by the Stage Manager and verified by a Deputy. Where Actors are required to make costume changes in areas other than dressing rooms, Producer shall use best efforts to maintain privacy for each gender in separate change areas.
- (4) Separate dressing rooms for male and female Actors will be provided.

- (5) In New York City theatres in which performances are given during the summer, all dressing rooms and change rooms provided in basement areas will be air-conditioned. In all other theatres the Producer shall use best efforts to provide air-conditioning when necessary to insure comfortable healthful temperatures at all times.
- (6) In theatres where smoking is permitted by law, assignment of dressing room space to Principals shall be made, in part, on the basis of each Actor's smoking habits. Where possible and where space limitations permit, a non-smoking Principal Actor will not be assigned a dressing room in which smoking is permitted. Where possible, Chorus dressing room assignments will be made on the same basis.

(C) Lavatory and Toilet Facilities.

- (1) Each dressing room shall contain at least one washstand which shall provide hot and cold running water for each six Actors assigned therein, within the reasonable requirements of dressing room assignments. Sink stoppers and paper towels must be provided.
- (2) Toilet facilities, sinks and showers shall be thoroughly cleaned at least once each day and shall be kept clean, sanitary and maintained in good working order at all times. Toilet paper must be provided. In New York City theatres, these facilities shall be on each dressing room floor except that where existing facilities are currently provided on alternate floors, additional facilities will be installed when reasonably feasible. In all other theatres they shall be on each dressing room floor where reasonably feasible.
- (3) All theatres that house musical productions shall provide separate showers for men and women within a reasonable distance from or within the dressing rooms.

(D) Cots. The Producer shall provide at least two cots for every 10 cast members at the theatre and at all places of rehearsal.

(E) Rehearsal and Performance Surfaces.

- (1) Actors shall not be permitted to rehearse dances or to perform on concrete or marble floors or on wood or any other substance which does not provide adequate resilience.
- (2) Where a portable stage is used, platforms must be securely fastened and the stage completely covered by a single deck of such material as wood or masonite. The edges of all decks must be clearly visible or, if not, guard rails fastened in order to preclude the possibility of injury. Pits not in use shall be completely covered by a non-flexible material.

(F) First-Aid Kit. First-aid kits stocked with adequate supplies shall be available and easily accessible at all times whenever the Actor is required to rehearse, dress, or perform.

(G) Drinking Water. Ample, pure, cool drinking water shall be provided wherever the Actor is required to rehearse or perform.

(H) Inherently Dangerous Conditions Prohibited.

- (1) No Actor shall be required to perform any feat or act which places Actor in imminent danger or is inherently dangerous, nor shall any Actor be required to perform in a costume or upon a set which is inherently dangerous. It is not the intent of Equity to interfere with proper artistic judgments of the Producer but only to protect the Actor from injury which may jeopardize or terminate a professional career. The Producer shall advise Equity as soon as possible when, in Producer's judgment, there is a potentially dangerous situation. If Equity deems the situation to be one which should be prohibited by this section and the Producer does not agree, the matter shall be submitted for prompt consideration by an industry committee composed of the Executive Director of the League, or their designee, representing the League and the Executive Director of Equity, or their designee, representing Equity. If the two cannot agree, the matter shall promptly be submitted directly to arbitration.

- (2) **Smoke, Haze and Pyrotechnics.** Producer may not use any stage smoke or haze not already approved by Equity and the League. Adequate ventilation and exhaust equipment must be operating and in working order when smoke or haze is used. In addition, the parties agree to implement and monitor the guidelines identified in the Environ/Mt. Sinai study on theatrical smoke, haze and pyrotechnics. All productions shall comply with said guidelines either by adhering to the quantifiable testing limits set forth in the study or by application of the protocol guidelines.
 - (a) **Notice Requirements.** Prior to the first use, the Producer will send written notification to Equity identifying the specific theatrical smoke, haze, and/or pyrotechnic products and how they will be used in accordance with the Study.
 - (b) Smoke and haze machines shall be located so as to minimize Actors' exposure to the concentrated aerosol as it first exits the machine.
 - (c) The quantity and frequency of use of the various Equity/League approved smoke and haze during a performance must comply with the limits set by the Equity/League Smoke and Haze Study.
 - (d) An Equity/League smoke and haze committee shall review the use of all stage fogs whenever necessary.
 - (e) Juvenile Actors' exposure to smoke and haze shall be minimized in accordance with Paragraph (c) above.
 - (f) Only small amounts of refined, white and additive-free mineral oils may be used.
 - (g) Actor shall be advised by contract rider if smoke or haze will be utilized in the production.
 - (h) The foregoing provisions shall not apply to any form of carbon dioxide (e.g., dry ice) or liquid nitrogen. Smoke and haze composed entirely of either substance shall be deemed pre-approved. Any disagreement under this paragraph (2) shall be resolved by expedited arbitration pursuant to Rule 4(C).
- (3) **Firearms.** Whenever firearms are used in a production, there shall be a safety demonstration for the entire company, prior to the first paid public performance, or use of firearms on stage, whichever occurs first, and such demonstrations shall be conducted by a qualified individual. Thereafter, safety demonstrations and/or instructions will be required for all affected replacement Actors as well as Swings and Understudies, before their first paid public performance. Brush-up safety demonstrations and/or instructions shall be required at least once each year. Any and all modifications to firearms shall be done by a licensed gunsmith.
- (4) **Photography and Recording.** Photography and the use of any other recording devices during a performance are prohibited except as expressly provided herein. The Producer shall post the international symbol prohibiting photography and recording prominently in the lobby. In addition, a printed announcement prohibiting photography and all other recording shall be included on either the cast or synopsis page of the Playbill or program. If a chronic pattern of photography or recording develops, an announcement identifying its prohibition shall be made prior to each performance until the problem is corrected.
 - (i) **Stage Fighting/Stunts.** The ensuing regulations shall be followed whenever a production requires Actor(s) to engage in stage fighting and/or stunts.
 - (1) The Producer must notify the Actor by contract rider prior to the rehearsal or performance of all stage fights.
 - (2) When a Stunt Coordinator is hired to teach a stunt, the Producer must notify the Actor of the stunt by contract rider and Equity prior to the rehearsal or performance of the stunt.

- (3) All stage fights will be staged with on-site consultation by a qualified professional (i.e., one who has expertise in first aid, stage combat and, where appropriate, fencing and/or martial arts).
- (4) Equipment used in the performance of any stage fight and/or stunt shall be checked before it is first used in each performance or rehearsal.
- (5) A Fight Captain shall be assigned from the company and so designated by rider to the Actor's contract. The Fight Captain shall be paid not less than \$75 per week in addition to weekly contractual salary. The Fight Captain must be selected no later than the end of the first week of fight rehearsals and be paid the Fight Captain increment from the first day of fight rehearsals.
- (6) All Actors who participate in a fight shall run through the routine before each performance. Any exception to this rule shall be at the express discretion of the Fight Captain. Such run-throughs shall not be deducted from regular rehearsal hours.
- (7) Except in the case of emergency, performing members of the company shall rehearse fights and/or stunts with Understudies, Swings and replacements during regular rehearsal hours.
- (8) First aid information and equipment will be made available to the Fight Captain.
- (9) The Fight Director, Choreographer, Stunt Coordinator and/or Fight Captain shall consult with artistic personnel appropriate under the circumstances to reasonably protect the Actors from injury.
- (J) **Raked Stage.** Prior to the construction of any raked stage where the incline will be greater than one-half of one inch per foot, the Producer shall promptly notify Equity in writing of such plans and provide such information as Equity may reasonably request. It is understood that when a Producer is utilizing a set from a prior production, said notice may not be possible and the Producer agrees to notify Equity as soon as a determination is made that such set will be utilized.
When a raked stage is used, a qualified instructor will give instructions to the cast as to how to perform on the rake in order to avoid the risk of injury. These instructions shall take place prior to any rehearsal or performance on the rake. Thereafter, brush-up instructions will be provided at least once each year. Instructions will also be provided for all replacement actors, as well as Swings and Understudies, before their first rehearsal on the rake.
- (K) The safe and sanitary provisions set forth above are intended to bind only the Producer and Theatre Owners who are members of the League. With respect to other theatre owners, however, the League and Equity agree that all booking contracts shall contain a mandatory clause stipulating that the theatre must comply with the standards set forth above.
- (L) **Actor's Responsibility.** It is the Actor's obligation to respect the physical property of the theatre. It is agreed that the Actor shall be responsible for any damage to the theatre willfully caused by Actor if the Producer is held responsible to the owner of the theatre for such damage.
- (M) **Inspection and Compliance.** Equity shall have the right at reasonable times to inspect all theatres at which Actors are employed to determine whether the theatres are complying with this rule. If alleged violations are found, Equity shall notify the theatre owner and the League immediately and a representative appointed by the League shall have an opportunity to inspect the theater.
 - (1) If Equity and the League agree that a violation exists, they shall notify the theatre owner that unless the violation is corrected or that satisfactory assurances are given that it will be corrected promptly, the theatre shall be certified as unauthorized for rehearsal and/or performance. If the League fails to avail itself of its right of inspection within 48 hours of receipt of notification, then Equity alone may so inform the theatre owner.

(2) If Equity and the League do not agree, then the matter shall be submitted to arbitration in accordance with Rule 4 and the Arbitrator may, in their discretion, suspend performances until the theatre complies with this rule.

(N) Equity and the League agree it is their mutual intent that the Theatre be a working environment free of hazardous and toxic materials. To this end the parties commit to meet jointly with such experts as are necessary to identify materials and procedures which may be found in the theatrical environment which are hazardous, toxic, or otherwise unsafe and to seek means by which to eliminate them from the Professional Theatre.

(O) **Record Keeping for Illness and Injuries.** A standard protocol will be established for the reporting of all injuries and illnesses.

(P) **Health and Safety Protocol.** The parties agree to implement an innovative safety protocol utilizing the services of a health care practitioner group mutually selected by the parties to provide guidance and assistance to the producer, the creative team, Equity and the Actors. The mutual goal is to reduce the risk of injury to the Actor.

(Q) For any show with extensive choreography and/or a raked stage, access to physical therapy will be provided as of the first day in the theater. Requests for physical therapy in other shows will not be unreasonably denied.

(R) Every Production in a Broadway Theatre shall have an Emergency Action Plan that is available to the Actors, which shall be reviewed with the Company no fewer than two times per year at a mandatory meeting that takes place during regular rehearsal hours or at other times designated by the Producer.

63. SALARIES

(A) **Minimum Salary for Performance and Rehearsal.**

(1) Rehearsal salary is the Point of Organization minimum performance salary or the National Tour minimum performance salary, as applicable, unless a higher salary is specifically negotiated. (See Rule 58(I) for rehearsals outside Point of Organization.)

(2) **Performance Salary.**

(a) Point of Organization and Pre-Point of Organization Tryouts

Effective Date:

	Sept. 30, 2019	Sept. 28, 2020	Sept. 27, 2021
Actor	\$2,168.00	\$2,244.00	\$2,323.00
SM (Musical)	\$3,562.00	\$3,687.00	\$3,816.00
SM (Dramatic)	\$3,062.00	\$3,169.00	\$3,280.00
1 st ASM (Musical)	\$2,814.00	\$2,912.00	\$3,014.00
1 st ASM (Dramatic)	\$2,503.00	\$2,591.00	\$2,682.00
2 nd ASM (Musical)	\$2,352.00	\$2,434.00	\$2,519.00

(b) National Tours

Effective Date:

	Sept. 30, 2019	Sept. 28, 2020
Actor	\$2,168.00	\$2,244.00
SM (Musical)	\$3,562.00	\$3,687.00
SM (Dramatic)	\$3,062.00	\$3,169.00
1 st ASM (Musical)	\$2,814.00	\$2,912.00
1 st ASM (Dramatic)	\$2,503.00	\$2,591.00
2 nd ASM (Musical)	\$2,352.00	\$2,434.00

(3) Notwithstanding any individual contract of employment to the contrary, if Actor's weekly contractual salary on the effective date of the next increase in minimum salary as specified in (2) above is \$250 or less above the minimum salary for the Actor's category exclusive of all required increments, the Actor's salary will be increased by the dollar amount of the increase in minimum salary for the Actor's category as of that effective date.

(4) Cost of Living Increases.

(a) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of September, 2012, as published by the U.S. Bureau of Labor Statistics is more than 6% higher than such figure for the month of September, 2011, then and in such event, all of the first year minimum salaries specified in paragraph (A)(2) above shall be multiplied by the amount of such excess percentage but in no event by more than 4% and the dollar amounts resulting therefrom shall be added to the second, third and fourth year minimum salaries specified in paragraph (A)(2).

(b) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of September, 2013, as published by the U.S. Bureau of Labor Statistics is more than 6% higher than such figure for the month of September, 2012, then and in such event, all of the first year minimum salaries specified in paragraph (A)(2) above shall be multiplied by the amount of such excess percentage but in no event by more than 4% and the dollar amounts resulting therefrom shall be added to the third and fourth year minimum salaries specified in paragraph (A)(2) (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(c) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of September, 2014, as published by the U.S. Bureau of Labor Statistics is more than 6% higher than such figure for the month of September, 2013, then and in such event, all of the first year minimum salaries specified in paragraph (A)(2) above shall be multiplied by the amount of such excess percentage but in no event by more than 4% and the dollar amounts resulting therefrom shall be added to the third and fourth year minimum salaries specified in paragraph (A)(2) (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(5) **Check Cashing on Tour.** Producer will make best efforts to make arrangements for Actors to cash paychecks for no charge when Actors are on tour (National, pre-Point of Organization or Tiered).

(6) All Actors shall be given the option of direct deposit of paychecks and per diem checks to the bank of the Actor's choice at no cost to the Actor.

(B) **Media Payment.** In accordance with Rule 40, all Actors in musicals, except Actors earning in excess of \$4,000/week, shall receive a Media Payment from the first day of Actor's rehearsal. When the Producer of a play has opted to use Rule 40, all Actors in such play will receive a Media Payment from the first day of Actor's rehearsal.

(C) **Per Diem.**

(1) When the Actor is required to be away from the Point of Organization, Actor shall receive, in addition to Actor's own contractual salary, Per Diem as follows:

(a) For National Tours:

(i) For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Toronto and Washington D.C. (See Rule 70(B) for Tiered Tours).

Effective Date:

September 30, 2019 \$1,008/week (\$144 per diem)

(ii) For all engagements not covered by (i) above:

Effective Date:

September 30, 2019 \$966/week (\$138 per diem)

(iii) Should an engagement in Boston, Chicago, Los Angeles, Philadelphia, Toronto, or Washington D.C. that is scheduled for four weeks or longer run for less than four weeks, the rates in (a)(i) above will apply retroactively to the first day in that city.

(iv) For all lay-offs on National and Tiered tours that require the payment of Per Diem, the rate applicable for the engagement immediately preceding the lay-off shall be the rate paid for that lay-off.

(b) When the Actor is required to be away from the Point of Organization other than for a National Tour:

(i) For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Toronto and Washington D.C.

Effective Date:

September 30, 2019 \$1,008/week (\$144 per diem)

September 28, 2020 \$1,022/week (\$146 per diem)

September 27, 2021 \$1,036/week (\$148 per diem)

(ii) For all engagements not covered in (b)(i) above:

Effective Date:

September 30, 2019 \$966/week (\$138 per diem)

September 28, 2020 \$980/week (\$140 per diem)

September 27, 2021 \$994/week (\$142 per diem)

(iii) For all lay-offs on pre-Point of Organization productions that require the payment of Per Diem, the rates in (b)(ii) above will apply.

(2) On the day of return to Point of Organization or Place of Engagement, in accordance with Rule 72(A)(2), Producer will pay Actor Per Diem as follows: (a) if Actor arrives at the destination terminal at or before 2:00 p.m. (local time), Actor will receive 10% of daily Per Diem reimbursement; (b) if Actor arrives after 2:00 p.m., Actor will receive 50% of daily Per Diem reimbursement.

- (3) Per Diem shall be paid together with salary; however, if Producer chooses to pay salary in the week following the workweek under paragraph (J) below, Per Diem shall be paid no later than the last banking day of the workweek, but no later than Thursday. If the Actor is away from the Point of Organization for less than a week, the amount so paid shall be pro-rated in accordance with the number of days away from the Point of Organization.
 - (a) At time of signing, Actor shall declare Actor's "Tax Home" (as defined by the IRS) to the Producer.
 - (b) Producer shall pay per diem in accordance with Federal statutes and regulations regarding withholding and Social Security. Whenever Actor is playing or rehearsing at Actor's Tax Home and is paid Per Diem, such reimbursement shall be reduced by dividing Per Diem required to be paid by 1.18. The resulting amount shall be paid as supplementary compensation and all employer and employee payroll taxes shall be deducted from such supplementary compensation.
 - (c) Producer shall, to the extent required by each tax jurisdiction, provide Actor with a separate W-2 form which shall indicate all state and local taxes withheld and the wages and other compensation on which those taxes were levied for each state or locality in which such taxes were withheld. If annual reporting is not required, the Producer shall indicate on each weekly pay stub any amount deducted for tax assessment.
- (D) **Second Assistant Stage Managers.** Should an actor be engaged to perform in addition the duties of a Second Assistant Stage Manager, the base salary to which all applicable increments are to be added shall be the minimum salary for a Second Assistant Stage Manager (Musical).
- (E) **Extraordinary Risk Payments.** An Actor called upon to perform "extraordinary risk" shall receive not less than \$20 per week above contractual salary, such payments to begin at the time of such assignment. All "extraordinary risks" must be identified by rider.
 - (1) "Extraordinary risks" are defined as performing acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, pyrotechnic devices and the taking of dangerous leaps, falls, throws, catches, knee drops, or slides.
 - (2) An Actor shall also be deemed to be eligible for said additional compensation when the staging or choreography requires the Actor to execute dance movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance, i.e., classical ballet, modern, modern jazz, or ethnic or where an Actor in a musical dances on a raked stage.
 - (3) Performing on a raked stage in circumstances other than those listed in (1) or (2) above shall be deemed extraordinary risk but the Actor shall not be entitled to the \$20 per week payment set forth above.
 - (4) The initial determination as to the eligibility for said additional compensation may be made by Equity in each particular case. Should the Producer not concur in Equity's determination, a committee shall be appointed to see the production and to decide who is eligible for such additional compensation. Said committee shall consist of two representatives appointed by the League of American Theatres and Producers and two representatives appointed by Equity. No committee member shall have an interest in or be an employee of the production in question. In cases involving Actors who dance, all members of the committee shall be familiar with and have a knowledge of dance techniques and dance terminology as it relates to Broadway productions and shall be guided, but not be bound, by the standards previously agreed to by Equity and the League and on file with said organizations.

(5) A majority vote of the committee shall be final and binding on all parties. The committee's determination shall be made no later than two weeks after the opening of the production at the Point of Organization or the first public performance on tour. If the committee cannot reach a majority determination within said period, the dispute shall be referred to arbitration under the provisions of Rule 4.

(F) **Checks.** No check or draft, either of the Producer or a third party, given to or received by the Actor in payment of any sum due under Actor's contract of employment shall operate to minimize or affect Actor's claim for salary or other compensation under Actor's contract. When paid by check, the Actor must be issued a stub or other record of gross salary which clearly identifies itemized additions (including, but not limited to, overtime payments and Per Diem), itemized deductions (including, but not limited to, all Federal, state and local income taxes withheld and dues deductions) and net salary.

(G) **Contingent Compensation.** No employment contract shall be entered into by the Producer or Actor where, in whole or in part, compensation is contingent upon receipts without the written consent of Equity, which consent will not be unreasonably withheld. In no case shall compensation be contingent upon profits.

(1) In any contract of employment which provides that the Actor's compensation shall be increased upon the gross weekly receipts reaching a stipulated amount or amounts, the gross weekly receipts shall be based on an eight-performance week. All performances in excess of eight per week shall be paid for pro rata on the salary due according to the weekly grosses set forth.

(2) If the total gross receipts for all performances, including extra performances within any week, shall reach an amount at which the Actor's salary is to be increased, the Actor shall be paid for the first eight consecutive performances at the rate of the gross receipts for those eight performances and for the extra performances Actor shall be paid at the higher rate which is based on the total gross receipts for that week.

(H) **Payment in Legal Tender.** All salaries shall refer to and be paid in legal tender of the United States, provided that the Producer may make payment in Canadian currency of equivalent value at the then current rate of exchange for services performed in Canada.

(I) **Actual Salary.** The actual salary of the Actor agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract or rider. A new contract shall be issued and signed whenever the Actor's salary is increased.

(J) The Producer may elect to pay salaries either:

- (1) Each week on the day before the last banking day of the week, but no later than Thursday; or
- (2) No later than Thursday of the week following the work week. If this option is elected, Producer shall:
 - (a) Declare the election no later than the time of bonding;
 - (b) Notify each Actor at the time of offer of employment that this will be the method of payment; and
 - (c) Pay Per Diem no later than Thursday in each week of employment in which it is due.

(K) **Additional Duties.** The Actor shall not be required to do any additional work without mutual agreement and an additional negotiated compensation therefor. Additional work is defined as playing additional parts, doing additional understudying, or doing additional work as a Stage Manager, not specified in Actor's contract at the time of its original signing. The Actor will be permitted, under conditions described below, to undertake duties which are in addition to the normal duties of the Actor and are therefore in addition to those customarily under the supervision of Actors' Equity Association's bargaining unit, provided that Producer will notify Equity and Actor in advance by rider about such duties, when known. When such duties are added during rehearsal, a rider will be attached to the contract.

(1) Definition of work permitted without additional compensation.

- (a) Actor shall be permitted, without payment of additional compensation, to set props and small set pieces and to move furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such action is within the scope of the Actor's character in the play and that such movement would customarily be performed by such a character during the action depicted in the play.
- (b) Actor shall be permitted, without payment of additional compensation, to set props and small set pieces and to move furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such action coincides with the Actor's entrance into (or exit from) a scene in which the Actor takes part as an integral and necessary participant in the staged plot. Such movement need not be attributed customarily to any character during the action depicted in the play. Resetting of props in a scene by Actors participating in said scene shall be permitted.

(2) Definition of work permitted with additional compensation.

- (a) Actor shall be permitted, upon payment of additional compensation as set forth below, to make entrances and exits for the primary purpose of setting props and small set pieces and for moving furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such assignments do not prevent or preclude the Actor from fulfilling Actor's customary duties as an Actor.
- (b) Actors shall be paid additional compensation as set forth below, if assigned special blocking (staging), the primary purpose of which is to set props, small set pieces, move furniture and set pieces specifically designed to be easily deployed by such Actor. Such assignments shall not prevent or preclude the Actor from fulfilling Actor's customary contractual duties as an Actor. Special blocking (staging) shall be defined as blocking (staging) which requires Actor to arbitrarily remove themselves or their character from the action flowing out of and related to the plot of the play in order to accomplish the prop or set move, interrupt the flow of the action on the stage, or any such move accomplished during such interruption of the action of the play, including but not limited to those accomplished during blackouts, dim-outs, or such other conventional interruptions during which scene shifts take place.

(3) Definition of work not permitted except with the permission of and under terms satisfactory to Equity.

- (a) Set or prop moves which are inherently hazardous due to location on stage, weight of the set piece or prop, construction, pyrotechnic or electrical effects, proximity to machinery or simultaneous movement of other scenery or effects, shall not be undertaken by the Actor without the express consent of Equity.
- (b) Set or prop moves or other assignments not customarily undertaken by the Actor which interfere with the normal work of the Actor or for which the Actor may be engaged to the exclusion of work normally assigned to an Actor shall not be undertaken without the express consent of Equity under terms satisfactory to it.

(4) Compensation.

- (a) An Actor assigned to perform additional duties as defined hereunder shall be paid not less than \$8 per week for each move assigned commencing with the first paid public performance of the play. All moves shall be assigned to the Actor by Rider to Actor's employment contract. It is agreed that assignments may be withdrawn or reassigned at the discretion of the Producer and that additional compensation payable hereunder may likewise be adjusted upon execution of a rider to the Actor's employment contract.

- (b) An Actor who performs as a Swing, Understudy, or temporary replacement in a part which involves set or prop moves for which additional compensation is required, shall be paid pro-rata for each performance.
- (c) Payment hereunder shall be in addition to Actor's contractual salary unless Actor has agreed at the time of signing Actor's original contract of employment that such salary shall cover set and prop moves as set forth herein.

(5) **Initial determination as to applicability of this rule.**

- (a) If a dispute arises between Equity and the Producer regarding the application of this rule, the matter will be referred to the Grievance Committee for resolution. If the dispute is not decided by the Committee, it may be submitted to arbitration under Rule 4(D).
- (b) If a dispute arises between Equity and the Producer regarding the application of this rule to a Production with a Point of Organization other than New York and if Equity elects not to refer the matter to the Grievance Committee, the dispute will be referred to a committee consisting of two representatives appointed by the League and two representatives appointed by Equity. No committee member shall have an interest in or be an employee of the production in question. The parties agree to be bound by the majority opinion of such committee. If the Committee is not able to resolve the dispute, either party may refer the matter to arbitration under the terms of Rule 4.
- (c) The appropriate Committee shall view the production and may meet to discuss the facts of the dispute and may suggest solutions to the parties.

64. SECRET VOTE

- (A) At all meetings of the company called by the Deputy, the Stage Managers shall be included and votes shall be by secret ballot. No Producer or Manager whether under an Equity contract or not may attend such company meetings. A Producer or Manager working under an Equity contract may, however, be informed of the subject of the meeting.
- (B) The determination of the Council of Equity as to any issue arising under the above provision shall be final and binding upon the Producer and each member.

65. SECURITY AGREEMENTS

The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this Agreement and any contracts of employment are hereby adopted and made part of this Agreement and said contracts. This includes agreements on forms now called "Security Agreement" and "Producer's Statement."

It is of the essence of this Agreement and all contracts of employment and a condition precedent to the engagement of the Actor that the Producer shall have filed and maintain with Equity a satisfactory security as required by Equity's existing Security Agreement and Rules.

66. SHOWCASE PRODUCTION (NEW YORK AND CHICAGO)/LOS ANGELES 99-SEAT THEATRE PLAN/BAY AREA PROJECT POLICY: CONVERSION FROM

- (A) Should an Equity Showcase, Los Angeles 99-Seat Theatre Plan, or Bay Area Project Policy production be produced under this contract within five years of its last performance as a Showcase, Los Angeles 99-Seat Theatre Plan, or Bay Area Project Policy production, all Equity members engaged in such production must receive a bona fide offer to perform the same role or function(s) for which they were engaged in such production. If such bona fide offer is not made, the Actor shall be compensated therefor in the amount of four weeks' minimum Production salary. If more than one such production has been produced within

five years, Producer shall be responsible hereunder only to the cast of the first such production.

- (B) If a member accepts a role or function in the production different from the one the member performed in the Showcase or other such production, member may agree with the Producer to waive the payment required under this rule.
- (C) This provision is not applicable where the subsequent production under the Production Contract is not the first standard Equity contract presentation of the play within five years of the Showcase, or other such production, provided the intervening contract presentation has satisfied the applicable conversion rights clause.

67. SOCIAL SECURITY AND UNEMPLOYMENT INSURANCE

The Producer shall pay any and all taxes or payments required to be paid by employers in accordance with the following:

- (A) The Producer agrees to make contributions to provide Social Security Benefits under the elective provisions of the Social Security Law, if Producer is not required to provide benefits under the law.
- (B) In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any State, then the Producer hereby agrees that Producer will elect to cover the Actor and pay contributions on the earnings of the Actor under the elective provisions of the Unemployment Insurance Law of the State of New York. In the event, however, the Producer is not eligible to elect to come under the New York State Unemployment Insurance Law, then Producer agrees to elect to come under the Unemployment Compensation (Insurance) Law of the State in which Producer maintains their principal place of business, or of the State of the Actor's residence, or of the State where the contract of employment was entered into. Where possible, the Producer will select the State most favorable to the Actor.
 - (1) The Producer agrees to elect coverage and to pay contributions within the time required by applicable state law. When such election is made to New York State, the Producer agrees to report the Actor by name, social security number and by Actor's address to the appropriate agency during the first week of the Actor's employment and, in no event, later than the quarter in which the work is performed.
 - (2) The Producer agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which the Producer has elected to cover the Actor and shall notify the Actor of Producer's election.
 - (3) The Producer shall submit proof satisfactory to Equity that Producer has applied for unemployment insurance coverage and deliver a true copy of such application to Equity. The Producer warrants and represents that Producer will not withdraw such application nor modify nor change it without the written consent of Equity.
- (C) In the event any Producer fails to apply for Unemployment Insurance Coverage, withdraws or modifies any application for such coverage without the written consent of Equity, fails to elect coverage within the time required by applicable state law, or fails to pay the required insurance contributions to the appropriate state agencies within the time required, the Producer must pay to the Actor the equivalent of any Unemployment Insurance Benefits the Actor may lose as a result thereby. This obligation shall survive the termination of the Actor's contract of employment.

68. STAGE MANAGERS

Stage Managers are covered by all the Rules in this Agreement except where specifically stated otherwise.

- (A) There shall be no less than one Stage Manager and one Assistant Stage Manager employed in a dramatic production and no less than one Stage Manager and two Assistant Stage Managers employed in a musical production. A Stage Manager must be in attendance at all rehearsals. (See Rule 47(C).) A musical production with an on-stage cast of 22 or more and multiple moving production elements, (excluding hand props), shall employ a Temporary Assistant Stage Manager if: (i) there has been no paid public performance of that production in the twelve months preceding first rehearsal, or (ii) there were paid public performances in the twelve months preceding first rehearsal and the production has, during that period, undergone overall changes substantial enough to have become a new production, e.g., a new creative team, or significant changes in scenic design. Temporary Stage Managers shall be employed from no later than the day before the first day of rehearsal through Official Opening. Temporary Stage Managers shall be compensated at the Second ASM Musical rate, with all applicable benefits.
- (B) Except as provided in paragraph (C) below, no Stage Manager or Assistant Stage Manager shall do work of any nature whatsoever for a Producer without a signed contract (after security has been properly posted with Equity) and the Stage Manager or Assistant Stage Manager has received instructions from the Producer as to the work.
- (C) The Stage Manager shall be engaged at least two weeks before the beginning of rehearsals and shall receive at least two weeks' contractual salary before rehearsals commence.
 - (1) Upon the signing of a contract or a letter of intent between the Stage Manager and the Producer, filed with Equity, signifying Producer's intent to employ the Stage Manager, the Stage Manager shall be obligated to perform all pre-production work. The Producer may require, as part of the aforementioned pre-production work, the Stage Manager's attendance at Principal Interviews/Auditions, Equity Principal and Chorus auditions and open auditions, prior to such two-week contractual pre-production period for 12 separate calendar days. All other days of interviews and/or auditions that a Stage Manager attends, as required by (Q) below, shall be paid for at one-sixth of contractual salary.
 - (2) In the event the Producer fails to offer employment to the Stage Manager for that production, the Producer shall be obligated to pay the Stage Manager two weeks' contractual salary. If the Stage Manager does not accept employment in the production, Stage Manager shall be compensated at the rate of one-sixth of contractual salary for each day worked. (See (Q) below.)
- (D) Replacement Stage Managers who are not promoted from the production shall be hired at least one week prior to the date on which they are to take over the production. Replacement Stage Managers (not Assistants from the same show) taking over the duties of Stage Manager during vacation shall be paid on a daily basis when required by the Producer to familiarize themselves with the requirements of the production before assuming duties.
- (E) **Short-term Stage Manager.** Stage Managers may be employed on a daily and per-performance basis as follows:
 - (1) A Stage Manager must be signed to an employment contract for all work performed (including any training) as required by Rule 16, CONTRACT;
 - (2) Short-term Stage Managers shall be compensated at no less than the rate applicable to the Stage Manager's category as follows:
 - (a) One-sixth of minimum salary per day prior to the production's first paid public performance.
 - (b) One-eighth of minimum salary per performance after the production's first paid public performance.

- (3) After a Short-term Stage Manager has worked for four days or four performances, whichever occurs first, a weekly Health contribution will be made on that Stage Manager's behalf. Thereafter, a Health contribution will be required after every six days or eight performances worked. Said Health contributions will be due whether or not the performances or days worked are consecutive;
- (4) The Producer will contribute to the Equity-League Pension Fund 8% of all monies (exclusive of Per Diem) paid to a Short-term Stage Manager;
- (5) The employment of Short-term Stage Managers is not intended to replace additional Assistant Stage Managers as may be employed pursuant to (G)(3) below; and
- (6) For "advance work" away from Point of Organization and/or if any Stage Manager is absent for one week or more, and the production hires a replacement Stage Manager, a Temporary Replacement Contract of at least one week will be used.

(F) No Producer or Manager of a production may be employed as a Stage Manager in that production where the impact of such employment reduces the complement of the Stage Managers herein required. No relative of a Producer or Manager of a production may be employed as a Stage Manager in that production where the impact of such employment reduces the complement of the Stage Managers herein required unless said relative is qualified.

(G) Stage Managers and First Assistant Stage Managers shall not be permitted to act, except in emergency, nor shall they be permitted to understudy provided that in special circumstances the First Assistant Stage Manager in a dramatic play may be permitted to understudy with the consent of Equity which consent will not be unreasonably withheld.

- (1) In musical productions with Point of Organization designated to be New York and scheduled to play at The Broadway, The Richard Rodgers, The Gershwin, The Mark Hellinger, The Imperial, The Lunt-Fontanne, The Majestic, The Minskoff, The Palace, The St. James, The Shubert, The Winter Garden Theatre, or any other New York house seating more than The Richard Rodgers, required Second Assistant Stage Managers shall not be permitted to act, except in emergency, nor shall they be permitted to understudy provided that in special circumstances required Second Assistant Stage Managers in a musical with a performing cast of 12 or fewer may be permitted to understudy with the consent of Equity which consent will not be unreasonably withheld. This provision also applies to productions with Point of Organization at Los Angeles, San Francisco, or Chicago and originating in a theatre which seats 1800 or more.
- (2) For musical productions scheduled in theatres other than described in (G)(1) above, required Second Assistant Stage Managers shall not be permitted to act in a regularly assigned onstage role, but shall be permitted to be a Dance Captain, understudy (in productions with a performing cast of 12 or fewer) or partial swing. Where there are technologically complex productions, if the required Second Assistant Stage Manager is assigned to such responsibilities, Equity reserves the right to object as follows:
 - (a) Such objection shall be made by the Executive Director of Equity and considered by the Executive Director of the League, or their respective designees. If they reach a joint decision on the matter, their decision shall be final and binding on the Producer and Equity. Absent a joint decision, the matter may be submitted for Expedited Arbitration.
 - (b) In the event of a joint decision by the parties or a decision by the Arbitrator that the required Second Assistant Stage Manager may not perform such assignments, increments for such assignments may be withdrawn only if the Producer has reserved the right to withdraw such increments in the original contract; such right may be exercised pursuant only to the decision that the Second Assistant Stage Manager may not perform such assignments.

- (3) In the case of technologically complex or multi-set productions, Equity may request that additional non-acting/understudying Assistant Stage Managers be employed. Producer shall have the right, after consulting with the Stage Manager, to determine whether any such Assistant Stage Managers are required and Equity agrees that the Producer's determination shall be final.
- (H) The First Assistant Stage Manager shall be hired not later than one week prior to rehearsals and paid one week's contractual salary, and the Second Assistant Stage Manager on a musical shall be hired not later than one day prior to rehearsals and shall be paid one-sixth of weekly contractual salary for each day prior to the start of rehearsals, except where the Producer certifies to Actors' Equity Association, following consultation with the Production Stage Manager, that Producer does not require the First Assistant Stage Manager, or Second Assistant Stage Manager as appropriate, to perform any pre-production work. In no event shall the First or Second Assistant Stage Manager be hired later than the first day of rehearsal. Should the Second Assistant Stage Manager be hired for four or more days prior to the start of rehearsal, a Health contribution shall be made on that ASM's behalf.
 - (1) In the event any Assistant Stage Manager is required to perform pre-production work prior to the week before the beginning of rehearsals, a letter of intent shall be signed and the same procedure and arrangement that exists for the Stage Manager shall be applicable to any Assistant Stage Manager. (See (Q) below.)
 - (2) If any Assistant Stage Manager performs pre-production work prior to rehearsals, the Assistant shall be paid one-sixth of contractual salary for each day worked.
- (I) All other required Assistant Stage Managers must be hired not later than the first day of rehearsal in which substantially the full complement of the Chorus commences rehearsal, but in no event later than the end of the first week of rehearsal.
- (J) In order to maintain the high level of professionalism in production as well as the necessary backstage safety and discipline for the efficient running of the production, the Producer agrees to hire as the Stage Manager only someone who has been employed previously for at least 20 weeks or in three separate productions as the Stage Manager, or 40 weeks or in six separate productions as an Assistant Stage Manager, or a combination of these (two weeks or two productions as an Assistant Stage Manager equals one week or one production as the Stage Manager) by an employer or employers maintaining professional standards at least equal to those maintained by theatrical employers who are members of *The Broadway League, the League of Resident Theatres, the League of Off-Broadway Producers, The Council of Stock Theatres, the Council of Resident Stock Theatres, the Musical Theatre Association, Producers' League of Theatre for Young Audiences, the Producers' Association of Chicago Area Theatres, URTA, ANTC, MSUA, and WCLO*.
- (K) There will be an eight-hour rest period between the end of work on one day and the beginning of work on the following day except in New York where the rest period shall be nine hours.
- (L) In the event that for any performance the Stage Manager is not present at the theatre in their capacity as Stage Manager and no replacement Stage Manager is hired, the First Assistant Stage Manager shall receive not less than the minimum salary for Stage Manager for that type of production and the Second Assistant Stage Manager, if required by (A) above, shall receive not less than the minimum salary for First Assistant Stage Manager for that type of production for such performance. If for any performance the First Assistant Stage Manager is not present at the theatre in their capacity as First Assistant Stage Manager and no replacement Assistant Stage Manager is hired, the Second Assistant Stage Manager, if required by (A) above, shall receive not less than the minimum salary for First Assistant Stage Manager for that type of production for that performance. This compensation shall commence with the first day of said absence.
- (M) Transportation of the Stage Manager's customary work box shall be paid for by the Producer.

- (N) **Tech Week Compensation.** Stage Manager(s) will be paid an additional 1/6th of contractual salary in the week immediately prior to the first paid public performance.
- (O) Should a Stage Manager and/or Assistant Stage Manager, while providing services hereunder, be called upon to perform services for any other company of the play, at the Point of Organization, on National or Tiered tour, Las Vegas, or other version of that production for which the Stage Manager or Assistant is under contract and in which the Producer bears a financial interest, Stage Manager shall be paid not less than one week's contractual salary and for days in excess of one week, one-sixth of contractual salary for each day worked, except this shall not apply to a production that converts from Production to the Short Engagement Touring Agreement if such Stage Manager is under contract to work on such subsequent production. If the Stage Manager or Assistant Stage Manager prepares a script for publication or for use in any other version of the production, the Stage Manager or Assistant shall be paid one week's contractual salary for each version. No payment shall be due any Stage Manager for simply duplicating/copying any script.
- (P) The Producer agrees that the duties of and services provided by the Stage Manager require that the Stage Manager must use Stage Manager's home for purposes directly related to the Stage Manager's profession such as storage and use of equipment and production materials and that such use is required not only for the duration of the present production for which the Stage Manager is employed, but is also a continuous service provided for the convenience of the Producer.
- (Q) A Stage Manager must be present at all auditions and/or interviews conducted in rehearsal halls, theatres, or studios. Said Stage Manager shall be paid at a daily rate of not less than one-sixth of such Stage Manager's minimum salary for that production. Duplicate payment need not be made if the audition(s) and/or interview(s) fall within or after the one- or two-week pre-production period as provided for in (C) and (H) above. The Producer shall notify Equity whenever auditions or interviews are held at which the Stage Manager is present.
- (R) When the theatre is used for purposes other than the Equity Production and a Stage Manager is requested to be in the theatre to protect or restore the production or to generally oversee the interests of the Production, said Stage Manager(s) shall be compensated at the rehearsal overtime rate (see Rule 58(D)(3)) for a minimum call of four hours. However, if such services are rendered on the Stage Manager's day off, Stage Manager shall be compensated for said services at the rate of two-sixths weekly contractual salary in addition to said Stage Manager's usual weekly contractual salary.
- (S) If a Stage Manager is called to manage an audition or to rehearse a replacement on the day following Stage Manager's own day off, said Stage Manager shall be compensated at the overtime rate for a minimum of four hours. (See Rule 61(B)(2)(d))
- (T) The Stage Manager shall be consulted in the selection of the Assistant Stage Managers but the Producer shall retain full and final authority in their sole discretion to make all employment decisions.
- (U) **Compensatory Day Off.** On pre-Point of Organization tours, Stage Managers who are required to work on a Company day off shall be entitled to a compensatory day off. (See Rule 70(K) for provisions applicable to Stage Managers on National and Tiered tours.)
- (V) Any Stage Manager who is required to report more than two hours prior to curtain (or one and one-half hours prior to half hour) will receive all applicable overtime and meal penalties.
- (W) After Official Opening at Point of Organization or after the earlier of either the end of the fourth week following opening night on tour, or opening night in the second city of a tour, rehearsal hours for Stage Managers earning no more than minimum scale shall be limited to twelve (12) hours per week of actual rehearsal time, excluding rehearsals conducted during performance calls, as well as rehearsal hours in which Actors are paid. Actual

rehearsal hours worked in excess of twelve (12) shall be paid at the contractual overtime rate. Stage Managers earning more than minimum scale shall not be so limited.

(X) All Replacement and/or Substitute Stage Managers approved by the Producer shall receive a minimum of one performance of training for a play and two performances of training for a musical before being assigned to deck duties and/or to calling a performance. The Stage Manager shall be consulted in determining whether additional training performances are necessary, but the Producer shall retain full and final authority to determine the number of performances required. The stage manager being trained shall be compensated per Rule 68(E)(2)(b)."

69. TERMINATION (See also Rule 45, NOTICES)

(A) Standard Minimum Contracts.

(1) Before or During Rehearsal.

- (a) The Actor and Equity must be notified in writing of the first date of rehearsal.
- (b) If there is no beginning rehearsal date fixed in writing, the Actor may terminate without penalty at any time prior to such written notification.
- (c) The Actor may terminate without penalty at any time prior to two weeks before rehearsals commence.
- (d) The Actor may not give notice of termination within two weeks of the fixed first rehearsal date or during the rehearsal period, except with Equity's consent.
- (e) The Standard Minimum Contract may be terminated by the Producer before the first paid public performance by giving written notice to the Actor and paying Actor forthwith a sum equal to two weeks' contractual salary plus any rehearsal salary due.

(2) **Individual Termination after First Paid Public Performance.** Either party may terminate the contract at any time on or after the date of the first paid public performance of the play by giving the other party two weeks' written notice, except as provided in Rule 69(D) Just Cause. However, Actor's contract may include a longer notice period of up to four weeks and, if so, the notice period stated in the Actor's contract shall apply. Such longer notice provision in a Standard Minimum Contract shall not require additional payment under Rules 12(C), 12(D) or 16(H).

(3) **Notice of Termination.** A notice of termination must be in writing and does not take effect until the Actor or Producer is in actual receipt of the notice. Notice must be by certified mail and will be presumed to be received three days after postmarked unless otherwise proven or by hand delivery provided it is not delivered by a Stage Manager.

(4) **Effect of Company Notice.** When a company is closed in accordance with or after notice of closing to the entire company, such notice of closing shall supersede any individual notice then outstanding.

(5) **Company Termination after First Paid Public Performance.** The Producer may close the play and Company upon one week's written notice, or upon payment of one week's contractual salary in lieu thereof, provided Producer has paid the Actor for all services rendered to date and in no event less than two weeks' contractual salary or Actor's individual contractual guarantee, plus rehearsal salary.

(6) **Termination Prior to Tour.** The Producer agrees to give at least four weeks' notice to the cast prior to a play closing at its Point of Organization and going on tour. If the parties fail to negotiate a contract for the tour, such notice shall be deemed as individual notice of termination by the Producer. Prior negotiation of a Pre-Point of Organization tryout "road" salary shall not be binding for a tour.

- (7) **Transportation Payment by Actor.** If, after the first paid public performance, an Actor gives notice of termination and said Actor has been with the production for less than one year, the Producer shall have no responsibility for the return transportation, if any, of the Actor. Producer shall pay for the Actor's transportation back to the Point of Organization or the Actor's Place of Engagement, whichever the Actor chooses, provided Actor has been with the production for at least one year. (See Rules 70(B)(2)(K)(ii) and 70(B)(2)(K)(vi) regarding Tiered Tours).
- (8) **Payment when Actor is Not Allowed to Work Out Notice.** If the Actor is not allowed or required to work out any notice properly given under Actor's contract, Actor shall be paid immediately upon the giving of notice and Actor may forthwith accept other employment.
- (9) **Additional Payments.** If individual notice of termination is given by the Producer, Producer agrees to pay the Actor in cash the amount of the cost of transportation of the Actor and their baggage back to the Point of Organization or Place of Engagement, whichever the Actor chooses, whether the Actor chooses to return immediately or not.
- (10) **Rights After Giving Notice When Actor Secures New Engagement.** Should either party give the other any notice permitted under the contract, which notice terminates the contract at any future date and should the Actor have or secure a new engagement, Actor shall be permitted to attend rehearsals under the new engagement as may be necessary and as do not conflict with Actor's performance under Actor's then existing contract.

(B) **Term Contracts.**

- (1) **Notice of closing.** The Producer shall give to all Actors signed to Term Contracts one week's individual notice in writing of the closing of the production and Company or pay one week's salary in lieu thereof.
- (2) Signing a Term Contract for a Point of Organization is not binding for a tour unless it is specifically stated on the contract or by rider. (See (A)(6) above)
- (3) **Termination.** Term Contracts, except as they may be terminated in accordance with Rule 58(F), (G) and (H), REHEARSALS, Rule 33, ILLNESS AND SICK LEAVE, or paragraph (8) of the Standard Term Contract (see also Rule 60, REPLACEMENT OF ACTOR), and Rule 69(B)(4) Egregious Behavior, terminate on the date stipulated in the individual Contract of Employment, without notice, provided that a Principal Actor engaged under a Term Contract may agree to continue with the Producer after the expiration of the year or period of employment contracted for, without entering into a new contract, but from and after the expiration Actor shall be deemed to be employed under all the terms and conditions of the Standard Minimum Contract. (For Chorus Six-Month Rider, see Rule 12(C), for Chorus One-Year Rider, see Rule 12(D)).
- (4) **Egregious Behavior.** Actors on a Term Contract, Chorus Six-Month Rider or Chorus One-Year Rider may be terminated for egregious behavior.
- (C) No individual employment contract may be amended except by a rider signed by the Actor and the Producer in the same manner as required for original execution. No mutual agreement to terminate shall be effective unless it be signed and approved by the Actor and Producer and a copy sent to Equity.
- (D) **Just Cause.** No Actor engaged under a Standard Minimum Contract may be terminated except for just cause. (See Rule 60(A)(2) for provisions relating to inability of the Actor to perform.)
 - (1) Where it is alleged that the Actor is not performing as required, notice of termination may be served only if the following procedures have been observed:
 - (a) The Actor must have received prior written warning alleging failures to perform as required which warning must also be served upon Equity;
 - (b) Such written warning may be in the form of "notes" which are reduced to writing;

- (c) The written warning (which may be or include "notes") shall be over the signature of the Producer, Director, Choreographer, Musical Director, Company Manager (in the case of touring companies), or other person with authority to terminate employment.
- (2) The notice of termination may not be served unless the Producer, Director, Choreographer, Musical Director, Company Manager (in the case of touring companies), or other person with authority to terminate employment has seen the Actor in performance (in the case of understudies, in rehearsal or performance of the part(s) understudied) within one week prior to the date of the notice of termination.
- (3) In the case of an understudy, either or both of the above notices may be based upon the Actor's work in understudy rehearsal rather than in actual performance.
- (4) Following the service of the notice of termination the Actor, together with Equity, may demand a meeting with the Producer, or Producer's representative, for the purpose of reviewing the matter of the Actor's alleged failure to perform as required. Such meeting shall be held as promptly as possible after the notice of termination is given, but in no event later than one week after demand for such meeting is made. Each party may be accompanied by such other appropriate persons as it desires.
- (5) In the event the matter is not satisfactorily resolved, it may be submitted by either party to Grievance and Arbitration in accordance with Rule 4.
- (6) Should an arbitrator determine that the termination was without just cause, Arbitrator shall provide a remedy in accordance with the following: Damages limited to one week of actor's minimum salary for each five weeks' employment under a Standard Minimum Contract up to a maximum payment of 15 weeks' minimum salary (based on salary at the time of termination). In no event shall damages be less than two weeks' contractual salary.
 - (a) In the case of an Actor employed on a Standard Minimum Contract converted from a Term Contract of less than 12 months, or from a Six-Month Rider, credit toward the maximum 15 week payment shall be computed as follows:
 - (i) One week's salary for up to the first seven months' such prior service under the Term Contract or Six-Month Rider;
 - (ii) One week's salary for each four weeks of employment under the Standard Minimum Contract; and
 - (iii) If applicable, one week's salary for service in excess of seven months under a Term Contract.

In each case, the one week of salary shall be based on minimum salary at time of termination.
 - (b) In the case of an Actor employed under a Standard Minimum Contract converted from a Term Contract of 12 months, or more, or from a second or subsequent Six-Month Rider, or from a One-Year Rider or second or subsequent One-Year Rider credit toward the maximum 15 week payment shall be computed as follows:
 - (i) Two weeks' salary for the first 12 months of service under the Term contract, Six-Month Riders or One-Year Rider;
 - (ii) One week's salary for each three weeks of employment under the Standard Minimum Contract; and
 - (iii) If applicable, one week's salary for each six months of additional service under a Term Contract or a third or subsequent Six-Month Rider or a second or subsequent One-Year Rider.

In each case, the one week of salary shall be based on minimum salary at time of termination.

To illustrate operation of this clause, if an Actor has been employed under a Standard Minimum Contract for 45 weeks, the maximum damages award

would be nine weeks' salary. If an Actor has been employed under a Standard Minimum Contract for 32 weeks after conversion from a Term Contract of six months, the maximum damages award would be nine weeks' salary. If an Actor has been employed under a Standard Minimum Contract for 21 weeks after conversion from a Term Contract of 12 months, the maximum damages award would be nine weeks' salary.

- (7) This rule shall be applicable commencing four weeks after the first paid public performance of the play or four weeks after an individual Actor's first paid public performance. The Rule shall be applicable to Understudies and Swings engaged after the first public performance of the play commencing five weeks after date of first employment.

70. TOURS

All rules of the Agreement and Rules Governing Employment Under the Equity/League Production Contract are applicable and binding for all National and Tiered tours, unless otherwise expressly stated below or elsewhere in this Agreement. A touring rider, including a tentative route sheet, shall be attached to all touring contracts. See also DURATION.

(A) National Tours.

All tours, except pre-Point of Organization tryouts and Tiered Tours shall be defined as National tours.

(B) **Tiered Tours.** Producers shall use best efforts to tour all qualifying shows under the appropriate Tier of this Agreement, it being understood that nothing herein shall preclude any Producer from licensing or otherwise alienating its rights.

(1) Qualification for Use of Tiered Tours.

- (a) Only musical productions may qualify as Tiered Tours, unless otherwise approved by Equity.
- (b) The production's initial itinerary for each Booking Season (as defined in (1)(e) below) shall meet the following criteria:
 - (i) A majority of the engagements of the tour are one week or less; and
 - (ii) No engagement may be longer than four weeks, except that:
 - (iii) The production may be booked into a series that has a regular subscription series of engagements longer than four weeks. However, if it plays longer than the standard subscription weeks for that market, all Actors shall receive additional compensation equal to the difference between the minimum for their Tier and the Production Contract minimum for their category in addition to their contractual salary, only for the weeks played longer than the standard number of subscription weeks.;
 - (iv) The production may play a longer engagement in any city outside the United States or Canada;
 - (v) For engagements other than those covered under (b)(ii)(iii) above, a production may play Boston, Chicago, Las Vegas, Los Angeles, San Francisco, Toronto or Washington, D.C. for longer than four weeks, but in no case longer than 12 weeks. Actors earning less than three times the Production Contract minimum for their category, exclusive of all required increments, shall receive additional compensation equal to the difference between the minimum for the applicable tier and the Production Contract minimum for the Actor's category, in addition to their contractual salary. This additional compensation shall be effective after the earlier of four weeks or 32 performances and shall end at the conclusion of the engagement in such city; and

- (vi) If a production plays New York City, all Actors shall receive additional compensation equal to the difference between the minimum for their Tier and the Production Contract minimum for their category in addition to their contractual salary. This additional compensation shall be effective as of the first paid public performance in New York City and shall end at the conclusion of the engagement in New York City.
- (c) There must be more than 40 people in the traveling company, which is defined as all Actors, stagehands, musicians, wardrobe, hairdressers, make-up artists, physical therapists, tutors, wranglers, guardians (a maximum of one per Juvenile actor), a maximum of two company managers, and a maximum of two concessionaires, who are traveling with the production. It will not be a violation of this provision if the number in the traveling company is reduced for a particular engagement(s) because people under a local Union contract are hired to satisfy local union requirements and/or local union agreements.
- (d) Any League member or coordinated bargaining partner (hereinafter "League/CBP") who wishes to produce a production under the terms of a Tiered Tour shall notify Equity of its intention to do so as soon as possible, but in no event later than 90 days prior to the first rehearsal for the production. At that time, the League member/CBP shall inform Equity as to which Tier the production will be using and provide Equity with the then-current planned itinerary for the tour, the expected economic terms of those engagements, and the Producer's weekly operating budget. The original prospectus, if any, for the production, shall also be provided to Equity. A copy of the bid outlining the financial terms from the trucking company shall be included if the production plans to use the trucking cost offset described in (f) below.

Should Equity object to the production's qualification to use a Tier, it shall notify the Producer as soon as possible, but in no event later than 15 business days after receipt of all available information described above. If Equity objects, it shall do so in writing with a statement as to why it does not believe the production qualifies for the intended Tier. Failure to object in a timely manner will be a waiver of any future right to object to the use of a Tiered Tour for that production.

Any dispute over a production's qualification for a Tiered Tour will be resolved through expeditious arbitration under Rule 4(C), with a hearing held before the first available arbitrator of those named in Rule 4(B), the arbitrator issuing a decision within 14 calendar days after the date of the arbitration.

- (e) The appropriate Tier shall be based on the average weekly guarantee for the 52-week period beginning with the anticipated first paid public performance (the "Booking Season"), excluding four-wall engagements or those engagements that include middle money or similar arrangements.
- (f) **Guarantees.** The production's average weekly guarantee shall be no greater than the dollar figures outlined below, plus a maximum of 10% of the Net Adjusted Gross Box Office Receipts ("NAGBOR").

Effective September 30, 2019:	
Tier B:	\$373,000
Tier C:	\$356,000
Tier D:	\$334,000

Effective September 28, 2020:	
Tier B:	\$386,000
Tier C:	\$368,000
Tier D:	\$346,000

For each person in the traveling company in excess of 60, the average weekly guarantee for purposes of determining qualification as a Tiered Tour may be adjusted by a maximum of \$2,750 per week. For example, in the first year of the Agreement, a musical with 65 people in the traveling company and an average weekly guarantee of \$360,000 plus 10% of NAGBOP would qualify for Tier C, not Tier B. As the guarantee is adjusted by \$2,750 per traveling company member in excess of 60, with five additional travelers, the applicable guarantee is adjusted by \$13,750 and the show would qualify as if its guarantee were \$346,250 plus 10% of NAGBOP.

In addition, the average weekly guarantee for purposes of determining qualification as a Tiered Tour may be adjusted by up to 50% of the average weekly transportation cost, for the applicable booking season, of up to 6 trucks plus 1 advance truck, if any. For example, if the average weekly transportation cost of such qualifying trucks is \$7,000, a production may continue to qualify for Tier B in the first year of this Agreement if its average weekly guarantee does not exceed \$376,500. (\$376,500 less the \$3,500 per week adjustment is \$373,000, the cap on average weekly guarantee for Tier B qualification.)

(2) Terms For Tiered Tours.

(a) Minimum Salary for Performance and Rehearsal.

- (i) Rehearsal salary is the minimum performance salary for the applicable Tier below unless a higher salary is specifically negotiated. (See Rule 58(l) for rehearsals outside Point of Organization.)
- (ii) Rehearsal salary shall be limited to six weeks. After six weeks, contractual salary shall be paid.

(iii) Performance Salary.

Effective September 30, 2019			
	Tier B	Tier C	Tier D
Actor	\$1,406.00	\$1,272.00	\$1,137.00
S.M.	\$2,310.00	\$2,089.00	\$1,869.00
1 st ASM	\$1,826.00	\$1,652.00	\$1,477.00
2 nd ASM	\$1,586.00	\$1,441.00	\$1,296.00

Effective September 28, 2020			
	Tier B	Tier C	Tier D
Actor	\$1,455.00	\$1,317.00	\$1,177.00
S.M.	\$2,391.00	\$2,162.00	\$1,934.00
1 st ASM	\$1,890.00	\$1,710.00	\$1,529.00
2 nd ASM	\$1,642.00	\$1,491.00	\$1,341.00

(iv) **Recoupment.** Effective the week following recoupment, minimum salaries will increase by 17% as outlined below:

Effective September 30, 2019			
	Tier B	Tier C	Tier D
Actor	\$1,645.00	\$1,488.00	\$1,330.00
S.M.	\$2,703.00	\$2,444.00	\$2,187.00
1 st ASM	\$2,136.00	\$1,933.00	\$1,728.00
2 nd ASM	\$1,856.00	\$1,686.00	\$1,516.00

Effective September 28, 2020			
	Tier B	Tier C	Tier D
Actor	\$1,702.00	\$1,541.00	\$1,377.00
S.M.	\$2,797.00	\$2,530.00	\$2,263.00
1 st ASM	\$2,211.00	\$2,001.00	\$1,789.00
2 nd ASM	\$1,921.00	\$1,744.00	\$1,569.00

(b) **Health Fund.** The League/CBP contribution rate to the Equity-League Health Trust Fund, which includes contributions for Supplemental Workers' Compensation benefits, shall be \$89.50 per week, per Actor, until the expiration of the Agreement.

(c) **Per Diem.**

Effective Date:	
September 30, 2019	\$966/week (\$138 per diem)

These rates shall apply for all circumstances in which Per Diem is due.

(d) **Hotel Reservations.** There will be two official housing choices offered by the Producer. For each 26-week segment of the tour as of the first week in which official company housing is offered, the average cost of a single room at the hotels designated as the official housing choices, including all applicable taxes, shall not exceed \$83 effective September 29, 2019 per night, per Actor for the lower cost hotel in each location. If the average daily hotel cost of the lower cost hotel over a 26-week segment exceeds this "cap," the difference will be reimbursed to the Actors on a pro-rata basis for those days that the Actor stayed in the lower cost official company housing; to be paid after each 13 weeks.

For example, if the average daily rate for a 26-week segment is \$88, an Actor who stayed in the lower cost company housing for all 182 days of such segment would be due \$5 times 182, or a total of \$910, while the Actor who stayed in the lower cost company housing for 120 days would be due \$5 times 120, or a total of \$600.

These payments shall be made after the 13th and 26th weeks, as follows: at the end of 13 weeks, the average cost of the lower cost hotel shall be calculated for the first 13 weeks and the Actor shall be paid any overage due for that period. At the end of 26 weeks, the average cost of the lower cost hotel shall be calculated for the entire 26-week period and the amount already paid for the first 13 weeks shall be subtracted from the total overage due the Actor for the full 26-week period.

Further, if there are any weeks within a 26-week segment for which no company housing is offered (e.g., a lay-off), those weeks shall not be included in calculating the average daily rate. In such instances, the 26 weeks comprising a segment will not be consecutive.

If the final segment of the Tour's itinerary contains fewer than 26 weeks, the hotel average cap shall be calculated using the average of those final weeks.

(e) **Overage Participation.** Overage participation will begin with the first paid public performance. All Actors earning a contractual salary of less than three times the Production Contract minimum for actor as stated in Rule 63, exclusive of all required increments, will be entitled to participate in the Producer's share of Overage, as follows:

(i) Overage shall be defined as weekly NAGBORM less the Producer's weekly guarantee (plus up to 10% of NAGBORM) and the local presenter's expenses for that week;

(ii) In weeks in which there is "middle money" to the Producer, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its Tier;

(iii) When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established by determining its Tier after actual deductions for Presenter expenses.

(iv) **Pre-recoupment.** Each eligible Actor shall receive 0.25% of the Producer's share of Overage, in addition to Actor's contractual salary;

(v) **Recoupment.** Effective the week following recoupment, each eligible Actor shall receive 0.325% of the Producer's share of Overage, in addition to Actor's contractual salary;

(vi) The Actors shall receive Overage, if any, no later than the regular payday in the fourth week following the week for which overage is due;

(vii) Actors on vacation as provided in Rule 76 shall receive Overage. Vacation replacement Actors as allowed by Rule 76(C) shall not receive Overage

(f) **Six-Month Rider.** An Actor engaged under a Chorus contract may be signed to a Six-Month Rider in accordance with the following form:

"Six-Month Rider.

"Anything in the Standard Equity Contract of employment for Chorus of which this rider is a part to the contrary notwithstanding, it is agreed as follows:

- (i) "This rider may be used only if the Chorus is paid at least the amount listed below more weekly than the minimum salary plus required payments for any and all other duties assigned to Chorus for which extra compensation is provided under Equity Rules.

Effective September 30, 2019: \$76

- (ii) "Neither party hereto may give the other individual notice of termination of this Contract prior to 22 weeks from the date of the first paid public performance of the play, exclusive of eight weeks of an out-of-town tryout or Point of Organization Preview. At the conclusion of this 24 week period, all provisions in the Standard Minimum Contract of employment pertaining to individual notice of termination shall apply.

- (iii) "If, in the 23rd through 26th weeks of the Six-Month Rider, the Producer should wish to execute a second or subsequent Six-Month Rider and the Chorus consents thereto, Producer shall pay an additional increment of not less than the amount listed below for a second or subsequent Six-Month Rider. If the Producer should wish to execute a One-Year Rider, then the applicable provisions of Rule 70(B)(2)(g) of the Equity/League Production Contract shall apply. If the Chorus rejects the Producer's offer of a second or subsequent Rider, the Producer need not continue to pay the additional increment provided for in (i) above and this (iii). If an Actor on tour rejects the Producer's offer of a second or subsequent Six-Month Rider and the Actor subsequently tenders a notice of termination, said Actor's notice of termination must include two performance weeks.

Effective September 30, 2019: \$38

- (iv) "If the Chorus, during the term of a Six-Month Rider, obtains a contract to play the part of an Onstage Principal or Alternate to a Principal role in any "Qualifying Production" (as defined herein), the Producer agrees that Chorus may, upon four weeks' notice, terminate employment hereunder. A Qualifying Production shall be defined as a production: (i) under the Equity/League Production Contract; (ii) under the League/AEA SET Agreement; (iii) under the AEA Off-Broadway Contract; (iv) covered by Rule 71 in which a Producer has a financial or controlling interest as defined in Rule 71(C); or (v) under the AEA LORT contract in a theater designated as Category B or above.

- (v) "This rider shall be valid only if signed and executed by the parties prior to the first day of rehearsal.

- (g) **One-Year Rider.** An Actor engaged under a Chorus contract may be signed to a One-Year Rider in accordance with the following form:

"One-Year Rider.

"Anything in the Standard Equity Contract of employment for Chorus of which this rider is a part to the contrary notwithstanding, it is agreed as follows:

- (i) "This rider may be used only if the Chorus is paid at least the amount listed below more weekly than the minimum salary plus required payments for any and all other duties assigned to Chorus for which extra compensation is provided under Equity Rules.

Effective September 30, 2019:

- (a) \$76 per week for the first six months of the One-Year Rider; and
- (b) an additional \$38 per week in the second six months of the One-Year Rider;

- (ii) "Neither party hereto may give the other individual notice of termination of this Contract prior to 48 weeks from the date of the first paid public performance, exclusive of eight weeks of an out-of-town tryout or Point of Organization Preview. At the conclusion of the 48-week period, all provisions in the Standard Minimum Contract of employment pertaining to individual notice of termination shall apply;
- (iii) "If, in the 49th through 52nd weeks of the One-Year Rider, the Producer should wish to execute a second or subsequent One-Year Rider and the Chorus consents thereto, Producer shall pay an additional increment of not less than \$38 per week for the first six months of the second or subsequent One-Year Rider and \$38 per week in the second six months of the second or subsequent One-Year Rider. If the Producer should wish to execute a Six-Month Rider, then the applicable provisions of Rule 70(B)(2)(f) of the Equity/League Production Contract shall apply. If the Chorus rejects the Producer's offer of a second or subsequent Rider, the Producer need not continue to pay the additional increment provided in (i) above and this (iii). If an Actor on tour rejects the Producer's offer of a second or subsequent Rider and the Actor subsequently tenders a notice of termination, said Actor's notice of termination must include two performance weeks.
- (iv) "If the Chorus does not terminate their employment as provided below, Producer shall pay the Chorus a retention bonus of \$2,600 at the conclusion of the One-Year Rider period. If the production closes before the conclusion of the One-Year Rider period, the Chorus shall be paid a pro-rata bonus for weeks worked at a rate of \$70/week for the initial 26 week period and \$30/week for the second 26 week period;
- (v) "If the Chorus, during the term of a One-Year Rider, obtains a contract to play the part of an Onstage Principal or Alternate to a Principal role in any "Qualifying Production" (as defined herein), the Producer agrees that Chorus may, upon four weeks' notice, terminate employment thereunder. A Qualifying Production shall be defined as a production: (a) under this Agreement; (b) under the League/AEA SET Agreement; (c) under the AEA Off-Broadway Contract; (d) covered by Rule 71 in which a Producer has a financial or controlling interest as defined in Rule 71(C); or (e) under the AEA LORT contract in a theater designated as Category B or above;
- (vi) "The rider shall be valid only if signed and executed by the parties prior to the first day of rehearsal".

(h) Term Contract.

A Term Contract may be signed only if the salary is at least the amount listed below over the current minimum salary plus required payments for any and all other duties assigned to the Actor for which extra compensation is required under this Agreement. The period of such contract may be for the term or such fixed period as may be agreed by the Producer and the Actor and may include a guarantee of employment in excess of two weeks.

Effective September 30, 2019: \$187

If more than one year is contracted for, the guarantee for the second year shall apply unless the Producer notifies the Actor and Equity by written notice not later than five weeks after the first paid public performance, that Producer will not present the play during any year following the current one and at the same time pays the Actor any and all sums due under Actor's guarantee for each year contracted for beyond the second year. Upon such notice and payment being given and made, neither the Actor nor the Producer shall be bound hereunder beyond the term during the current year.

(i) **Understudies.**

A performing Actor shall be compensated for each Principal role understudied at the rate of not less than the amount listed below per week. A General Understudy shall be compensated at the rate of not less than the amount listed below per week for each Principal role understudied over three. In no event shall a performing Actor be permitted to understudy more than three Principal roles. A General Understudy may understudy not more than five Principal roles. (This rule also applies to alternate Understudies. See Rule 73(D) for performance payment.)

Effective September 30, 2019: \$49

- (j) Any production that closes for six weeks or more and then re-opens may qualify for an appropriate Tier outlined in (B)(1) above by submitting information for Equity's review no later than 90 days prior to the first rehearsal of the re-opened production.
 - (i) If a production closes pre-recoupment and the production re-opens within six months, salaries and participation shall be paid at the pre-recoupment levels for the applicable Tier. The cost of remounting such production shall be added to the unrecouped capitalization of the closed show to determine when recoupment occurs.
 - (ii) If a production closes post-recoupment and the production re-opens within six months, salaries and participation shall be paid at the post-recoupment levels for its applicable Tier.
- (k) If the tour continues for a subsequent Booking Season (i.e., without closing and re-opening), the production may, by providing information demonstrating its qualification under (1) above at least 30 days prior to the second or subsequent Booking Season, continue to qualify for a Tier, or qualify for a higher or lower Tier. The Producer shall give all Actors as much notice as possible of a change in Tier, but in no case less than 30 days' notice.
 - (i) Should a production qualify for a higher Tier for its second or subsequent Booking Season, the salary of each Actor whose contractual salary is less than three times Production Contract minimum for actor as set forth in Rule 63, SALARIES shall be increased by the difference in the appropriate category minimums between the two Tiers.
 - (ii) Should a production qualify for a lower Tier, no current Actor's salary shall be reduced, except as set forth below.
 - (iii) Any Actor(s) who joins the production after the change in Tier may be employed at the minimum salary for the applicable Tier. Replacement Actor(s) engaged to rehearse prior to the beginning of the new Booking Season may be contracted at the new Tier level for up to four weeks of such rehearsal.
 - (iv) At the expiration of a Term Contract, the parties shall be free to negotiate any terms, including a reduction in weekly salary, provided such terms satisfy the minimum conditions of the applicable Tier.
 - (v) If the Producer gives at least 90 days' notice of a change to a lower Tier, Producer and any Actor(s) not on a Six-Month Chorus Rider or Term Contract may negotiate terms for continued employment in the new Booking Season, including a reduction in weekly salary provided such terms satisfy the minimum conditions of the applicable Tier. If an Actor declines to continue with the Production at a reduced salary after such change in Tier, upon such change the Producer will transport the Actor and baggage allowed pursuant to Rule 72 back to the Point of Organization or Place of Engagement, whichever the Actor chooses.

- (vi) If a production qualifies for a lower Tier, and an Actor gives eight weeks' notice of their intent to leave the tour, the Producer will transport the Actor and baggage allowed pursuant to Rule 72 back to the Point of Organization or Place of Engagement, whichever the Actor chooses.
- (vii) All other terms of each Actor's individual employment contract not inconsistent with the terms of this agreement will remain in effect.
- (viii) A tour cannot move from a lower Tier to the full Production Contract without the written consent of Equity.

(l) If the original itinerary or subsequent Booking Season's itinerary is less than 52 weeks, the itinerary may be extended to up to 52 weeks so long as the Producer demonstrates that the full itinerary for such Booking Season, including the extension, would have qualified for the same or lower Tier. If the itinerary within the full Booking Season would have qualified for a higher Tier, the Production shall change to the higher Tier at the time of the extension beyond the original qualifying itinerary. The Production will not be allowed to drop to a lower Tier until after the first full 52-week Booking Season as provided in the next paragraph.

(m) All Tiered Tours shall provide the following information to Equity:

- (i) Weekly Box Office Statements/Settlements signed by the Producer's representative and the Presenter's representative, to the extent available;
- (ii) Unaudited Profit and Loss Statements;
- (iii) Audited Profit and Loss Statements, if produced;
- (iv) Status Reports of progress towards recoupment, submitted quarterly or whenever delivered to others.

Weekly Box Office Statements/Settlements will be due no later than seven calendar days after the end of each fourth week of performances. Unaudited Profit and Loss Statements will be provided to Equity at the same time as when provided to the investors, but in no case later than 45 calendar days after the end of each eighth week of performances. Audited Profit and Loss Statements, if any, will be provided to Equity at the same time as when provided to the investors.

(n) Equity has the right to audit, at its expense, any production using the Tiered Tours, in accordance with standard business practices.

(3) **Most Favored Nations.** Equity has agreed to grant the League/CBP most favored nations status with regard to touring arrangements, the details of which are set forth in a side letter.

(C) **Days off.**

(1) The Producer agrees that after the first paid public performance there will be one day off in each week free of all performances and rehearsals. Such days off in each week shall be no further apart than 12 consecutive performance days. Travel to the next playing date, if necessary, will not constitute a breach of this paragraph requiring extra payment. For each performance beyond 12 consecutive performance days without a day off, the Actor shall be paid one-eighth weekly contractual salary for each such performance in addition to Actor's regular weekly contractual salary. In addition, there shall be two days free from rehearsal, performance, and travel in every 28 days commencing from the first paid public performance of the tour. These two "Golden Days" shall not be in the same work week. Producer may travel the company on three such days within each 13 week period (but not more than once every four weeks) upon payment to Actor of \$100 for each such day traveled.

(2) After the first paid public performance, the Company may be called to rehearse on the day following the scheduled day off for two hours prior to the first performance of an engagement of at least one week but less than two weeks, and for one hour prior to the "half-hour" call of the first performance of an engagement of less than one week. In addition, during an engagement of two weeks or more, the Company may be called to rehearse for up to four hours on the day following the scheduled day off prior to the Official Opening of that engagement. Such rehearsal time shall be without additional compensation but shall be charged against regular rehearsal hours.

See also Rule 61(C), REST PERIODS AND DAYS OFF.

(D) **Lay-off.** See Rule 39, LAY-OFF, for all rules relating to lay-offs on National and Tiered tours.

(E) **Performance at Point of Organization.**

(1) If a National tour or Tiered Tour is scheduled to perform an engagement of six weeks or more at its Point of Organization as part of a continuing tour, excluding the first engagement of that tour, and provided the Producer has given at least six weeks' prior notice:

- (a) Actors whose permanent residence is registered with Equity as within commuting distance of the Point of Organization shall be paid Per Diem only for the first week of said engagement and not for the balance of the engagement at the Point of Organization;
- (b) Actors whose permanent residence is registered with Equity as outside commuting distance from the Point of Organization shall be paid Per Diem for each week of the engagement;
- (c) If such engagement becomes less than six weeks and if the tour resumes after the engagement, Producer shall pay to the Actor all unpaid Per Diem in accordance with Rule 63(C).

(2) If the Point of Organization is announced as the scheduled final stop on a National tour or Tiered Tour more than one week prior to that engagement, Per Diem is not required to be paid during that engagement.

However, if the Point of Organization engagement is announced as the final stop on the tour less than one week prior to the beginning of that engagement, Per Diem will not be paid to any Actor for any week after closing notice has been given to the Company, provided each Actor receives at least one week of Per Diem during the engagement at the Point of Organization.

(F) **Performances.**

(1) For any performance in excess of eight performances in any week, Actor shall be paid two-eighths of Actor's contractual salary. However, in no event may more than eight performances be scheduled on a regular basis without Equity's prior written consent. (See also Rule 51, PERFORMANCES LOST.)

(2) **7 and 9**

- (a) A National tour may schedule seven performances in one week and nine performances in a contiguous week of an engagement of two weeks or longer provided, however, that there is a "Golden Day" between the two weeks and a "Golden Day" immediately following the nine-performance week. No additional compensation will be required for the ninth performance. (See Rule 61(C)(1), REST PERIODS AND DAYS OFF for the definition of "Golden Day".)

- (b) A Tiered tour may schedule seven performances in one week and nine performances in a contiguous week as above or in two different engagements provided that there is a "Golden Day" between the two weeks and a "Golden Day" immediately following the nine-performance week and that there is an additional daylight day of rest during the nine-performance week. These Golden Days, when the engagements are in more than one city, may not be "bought back" under Rule 70(C)(2). No additional compensation will be required for the ninth performance (See Rule 50(C)(2)(d), PERFORMANCES.)
- (3) No more than five performances shall be given in any three day period unless the Actor is paid one-eighth of Actor's contractual salary for any performance in excess of five in said three days in addition to Actor's weekly contractual salary. If two or more performances are given on the next succeeding days the Actor shall be paid said additional salary for each such performance.
- (4) The day off must be identified on the itinerary in each week of employment and Actor will have not less than two weeks' written notice of any change of scheduled day off, except as provided in Rule 51, PERFORMANCES LOST.
- (5) The Producer may alter the performance schedule upon not less than one week's written notice, provided that the scheduled day off is not altered with less than two weeks' notice.
- (6) A performance may be scheduled as early as 11:00 a.m. without additional compensation provided that:
 - (a) It is not the first performance of the week;
 - (b) Curtain down of the previous evening's performance is no later than 11:00 p.m.;
 - (c) The span of day does not exceed 10 hours unless the early curtain is for a student matinee;
 - (d) The show call (inclusive of normal make-up, warm-up or other pre-show prep) is the first call of the day (i.e., there can be no rehearsal or publicity calls prior to $\frac{1}{2}$ hour).
- (7) Curtain time may be modified by up to one hour at any time with no notice.

See also Rule 50, PERFORMANCES.

(G) **Rehearsals Substituted for Performance.** After the first paid public performance on tour, rehearsals may be substituted for performance during any week in which fewer than eight performances are given and provided that all rest period and days off requirements have been met.

- (1) One rehearsal may be scheduled for each performance fewer than eight during a week. However, no more than three such rehearsals may be scheduled during a week.
- (2) The length of each such rehearsal shall be limited to the running time of the performance plus half-hour which it replaces and shall be in addition to all rehearsal otherwise permitted and shall be without additional compensation.
- (3) In the first week of an engagement of two weeks or more:
 - (a) Rehearsals called on the day after the day off, in accordance with (C)(2) above, may begin at 4:00 p.m. and under this provision will not require additional compensation provided that the rehearsal time does not exceed the hours permitted in (C)(2) above plus running time plus half-hour.
 - (b) Producer may call rehearsal as early as 1:00 p.m. on the day after the day off provided that Actor is compensated at one and one-half times the overtime rate for each hour or part thereof Actor rehearses prior to 4:00 p.m.
 - (c) Any hours of rehearsal beyond those outlined in (a) above which occur after 4:00 p.m. will be compensated at the straight overtime rate.

- (4) Proper rest breaks per Rule 58(D)(2) must be given;
- (5) In no event may the rehearsal day be longer than eight hours, exclusive of rest periods required after five hours of work.
- (H) The Producer shall use best efforts to conduct understudy rehearsals at least every four weeks. (See Rule 58(J)(3)).
- (I) The Producer shall furnish a board which shall travel with the company and which shall list, in alphabetical order, the names of all Actors, including Stage Managers, Understudies and Swings employed in the Production. Cast changes will be announced in accordance with Rule 11, CHANGES IN CAST: DUTY OF PRODUCER TO ANNOUNCE.
- (J) The Producer shall carry a sufficient number of program inserts similar in nature to the title, credit page and the "cast in order of appearance" page of a standard theatrical program (Playbill) denoting correct billing and parts played by the cast so that if the programs at the location the company is playing are incorrect or no program is provided, then these inserts shall be provided to the patrons. (See Rule 7, BILLING.)
- (K) **Stage Managers.** All the conditions of Rule 68 shall apply to Stage Managers with the following exceptions:
 - (1) When necessary, the Stage Managers may be required to travel on a crew bus. Such bus shall have a separate bunk for each Stage Manager and shall be otherwise equipped in accordance with Rule 72(C)(1). Travel time on such bus can be considered as part of the rest period. In no case shall the driver of such vehicle be the Stage Manager or an Assistant Stage Manager.
 - (2) In the event of emergency only (such as the breakdown of the crew bus), Stage Managers may be conveyed by safe, alternate means from one stop to the next. Such alternate means of transportation may not be used for more than two moves in any period of 14 days without penalty; the third and each subsequent use for a similar emergency shall be compensated at the rate of \$150 per move in addition to any overtime that may be required. The Stage Managers shall be covered by the insurance provisions of Rule 72(C)(6) if such alternate means of transportation is utilized.
 - (3) On all National Tours, during each week in which there is a load-in, all Stage Managers working the load-in on the day after the day off shall receive an increment of not less than \$150. On all Tiered Tours, during each week in which there is a load-in, all Stage Managers working the load-in shall receive an increment of no less than \$150 and will not be required more than once per week. With respect to individual contracts executed before September 28, 2015, any overscale arrangements shall be credited against the \$150 payment. With respect to individual contracts executed on or after September 28, 2015, the \$150 may not be incorporated into overscale arrangements.
 - (4) When the schedule does not provide, within a calendar week, a day off for any member of the Stage Managerial staff for any reason such as, but not limited to, travel (except as permitted for the entire company), take-out or take-in of a production, performance, rehearsal, audition and/or interview, said Stage Manager shall be compensated at not less than an additional one-sixth of contractual salary for each such day off not available.
- (L) Picture calls may be scheduled for one hour per week outside of regular rehearsal hours to the extent reasonably required to comply with Rule 7(E). This time, if not used, may be accumulated up to a maximum of three hours, from week to week. Such picture calls shall be without additional compensation unless more than three hours are used, in which event overtime shall be payable for each hour or part thereof used in excess of three hours.
- (M) **Local Information.** At the commencement of each engagement on the tour (excluding "one-nighters"), Actors shall be advised where to find the following: laundry facilities, drug stores, doctors, local transportation, grocery stores, and restaurants that will be open after performances.

- (N) **Transportation and Baggage.** See Rule 72, TRANSPORTATION AND BAGGAGE, for all provisions relating to transportation and baggage.
- (O) See also Rule 58(C)(1)(b), Rehearsal Salary.

71. TRANSFER TO PRODUCTION CONTRACT

It is the intent of the parties that this rule shall apply to situations in which a Producer, who has a financial or controlling interest in a play (see paragraph (C) below), uses the facilities of a LORT theatre (at least in part, in lieu of rehearsal and/or out-of-town tryout under this Agreement) to develop the play in contemplation of producing it under this Agreement. It is not intended to apply to plays produced by a LORT theatre and thereafter transferred to a first class theatre by the LORT theatre. (Note: This Rule is now applicable to all Equity Contracts as set forth in (F) below.)

(A) Conversion Payments and Guarantee of Employment.

- (1) This paragraph shall apply to a production under the League of Resident Theatres ("LORT") Contract in which a Producer has a financial or controlling interest as of the commencement of the rehearsal period under the LORT contract and which is transferred to or produced on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour within three years of the first day of rehearsal under the LORT Contract by the same Producer or by a producing entity in which the Producer has a financial interest. It shall not apply to any production under the LORT contract, in which the Producer did not have a financial or controlling interest as of the date of the commencement of the rehearsal period under the LORT Contract.
- (2) In the event that a production covered by this paragraph closes under the LORT Contract and is transferred by the same Producer, or by an entity in which the Producer has a financial interest, to Broadway, another First Class theatre, or to a First Class National Tour within the time period specified in (A)(1) above, all actors and stage managers in the production engaged under the LORT Contract must receive a bona fide written offer to perform the same role or function that they performed in the LORT production, or an alternate actor or stage manager role or function, respectively.
 - (a) If such bona fide offer is not made, or if the actor or stage manager does not accept the alternate role or function offered, the Actor shall be compensated in lieu thereof in the amount of four weeks' contractual LORT salary or four weeks' minimum salary stated in this Agreement (as of the date that the role or function performed by the Actor is first offered to another Actor), whichever is greater.
 - (b) The Producer is obligated to offer employment, or to provide compensation in lieu of such an offer, to each Actor (including Understudies and Stage Managers) engaged in the LORT production, even if the role or function has been eliminated from the Production Contract production.
 - (c) However, if the Actor who originally performed the role or function under the LORT Contract is out of the production for a period of one month or more before it is transferred to Broadway, or goes on tour, (or, if the production is not transferred immediately, one month or more before it closed under the LORT Contract), the Producer may, as an alternative, offer the role to any Actor who has performed or is performing the role or function. Only one of the Actors must be offered employment or compensation in lieu thereof.

In the event a Producer has a financial or controlling interest in a play which is produced at more than one LORT Theatre and more than one Actor has played a given role, the Producer may offer the role to any Actor who originated the role, or any replacement who qualifies per paragraph (c) above, at any of the LORT theatres where the Producer had a financial or controlling interest. If no offer is made, the compensation set forth in (a) above shall be divided equally among the Actors who originated the role at each LORT Theatre.

- (d) A Producer shall not be required to make a bona fide offer of employment, or payment in lieu thereof, to a Juvenile Actor if the Juvenile Actor's voice shall change or if the Actor matures or grows more than is consistent with age and maturity of the role they were hired to perform in the LORT production, at the Producer's discretion.
- (e) If the Stage Manager in the LORT production does not qualify for the position according to the qualifications set forth in Rule 68(J) of the Production Contract, the Producer may offer the Stage Manager the position of Assistant Stage Manager and may consequently "downgrade" the offer made to the LORT Stage Manager's assistant(s).
- (f) If the Producer chooses to provide compensation to the LORT Stage Manager(s) in lieu of the offer of employment, the compensation will be at the comparable category under the Production Contract. If, however, the Stage Manager does not qualify for the offer of Stage Manager under the Production Contract, they may be compensated at the Production Contract rate for First Assistant Stage Manager.
- (g) The payment provided for in this paragraph shall be in lieu of any conversion or similar payment required by this Agreement.

(3) In the event that a production covered by this paragraph closes under the LORT Contract and is transferred to or produced by the same Producer on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour within the time period specified in (A)(1) above, each Actor who is engaged in the First Class production pursuant to an offer made under sub-paragraph (A)(2) above shall be guaranteed a total of five weeks' employment (rehearsal and/or performance) in the First Class production or payment in lieu thereof.

- (a) The guarantee of employment provided for in (A)(3) above shall include any guarantee of employment and/or notice period (whether company or individual) provided for elsewhere in this Agreement or in Actor's individual contract and shall not be in addition to any other guarantee of employment or payment in lieu of notice otherwise provided for.
- (b) All salary payments received by Actor with respect to the First Class production (e.g., whether for rehearsal, performance, in lieu of notice, or pursuant to a guarantee provided for elsewhere in this Agreement or in Actor's individual contract) shall be applied to offset and reduce Producer's obligation under (A)(3) above.
- (c) For each week fewer than five weeks for which Actor is paid salary for rehearsal or performance, or receives salary under another provision of this Agreement or a term of Actor's individual contract, Actor shall be paid the applicable minimum rehearsal salary for Actor's own category.

(4) Notwithstanding 71(F) below, this paragraph (4) shall only apply to LORT productions. Promotional materials created for a LORT production in which a Producer has a financial interest may be used by the Producer, (or assignee, provided that assignee adheres to all contractual terms, conditions and legal obligations of enhancing producer), for the promotion of the production when it transfers to Broadway, another First Class theatre or to a First Class National Tour subject to the following:

- (a) All Actors captured in the promotional materials who are not engaged in the transferred production must consent in writing to the use of the promotional materials.
- (b) Upon the first use of the promotional materials, Actors identified in 71(A)(4)(a) above, shall receive a payment of the SAG-AFTRA non-broadcast day rate. If a payment under this provision is made to an Actor and the Actor is then engaged by the transferred production, as of the first paid public performance of the

transferred production, the Actor's first three weekly salary payments will be reduced by one-third the amount paid under this provision.

- (c) The captured material may only be used for 30 days after the official opening on Broadway, another First Class theatre or a First Class National Tour, as applicable.
- (d) The captured material may not be used for a broadcast commercial.
- (e) All promotional materials will identify the source production through a watermark or other identification.

(B) Notice of Financial Interest.

- (1) This paragraph shall apply only to a production under the LORT Contract, in which a Producer has a financial or controlling interest as of the commencement of the rehearsal period under the LORT Contract, or obtains a financial interest during the engagement under the LORT Contract and which is transferred to or produced on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour by the same Producer, or a producing entity in which Producer has a financial interest, within the same season (i.e., July 1 through June 30) as the last performance under the LORT Contract or within six months of the last performance under the LORT Contract, whichever is longer. It shall not apply to any production under the LORT Contract in which the Producer did not have a financial or controlling interest.
- (2) A Producer who has a financial or controlling interest in a production to be presented under the LORT Contract shall notify Equity in writing of the existence of such interest no later than 10 calendar days before the commencement of the rehearsal period under the LORT Contract. If Producer acquires a financial interest in a production during the course of the engagement under the LORT Contract, Producer shall notify Equity, in writing, within 10 calendar days of acquiring such interest.
- (3) If Producer fails to give such notice and if the production is transferred to or produced on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour within the time period specified in (B)(1) above, by the same Producer, or by a producing entity in which the Producer has a financial interest, Producer shall be liable for the following: the difference, if any, between the contractual salary of each Actor in the production under the LORT Contract and the minimum salary stated in this Agreement (as of the commencement of the rehearsal period under the LORT Contract) for each week of rehearsal and for up to a maximum of three weeks of performance under the LORT Contract. In no event however, shall Producer be required to make such payment for any week of rehearsal or performance that occurred before the date on which Producer acquired a financial or controlling interest in the LORT production.
- (C) For purposes of this Rule, a "financial interest" in a play produced under the LORT Contract shall be defined as an option to produce a First Class or National or Tiered Tour production of the same play under this Agreement. A "controlling interest" shall be defined as the exercise of artistic control over a production of the play by a Producer (in a capacity other than author, director, choreographer, musical director, or designer) in contemplation of obtaining an option to produce a First Class production of the play. "Artistic control" shall include, but shall not be limited to, hiring or directing the hiring of the director, choreographer, musical director, designers, or cast. "Financial or controlling interest" shall not include financial contributions, whether for general or specific purposes, made to a LORT Theatre by a Producer. Nor shall it include rights reserved by the author of a play, or the author's exercise of control over a production of their own play.
- (D) This rule shall apply only to the first production of a play under this Agreement. It shall not apply to plays, including revivals, previously produced under this Agreement unless the Producer had a financial interest in and an artistic control over the LORT production.

(E) Nothing in this rule is intended to or shall be construed to increase the security or bond that would otherwise be required to be deposited with Equity by a Producer under Rule 65.

(F) **Other Contracts Covered By Transfer Requirements.** This Rule shall also apply to situations in which a Producer who has a financial or controlling interest in a play (see definition in (C) above) uses the facilities of a theater covered by any Equity contract and expressly excluding Staged Readings, Workshops and Showcases (see Rule 66, SHOWCASE PRODUCTION (NEW YORK AND CHICAGO)/LOS ANGELES 99-SEAT THEATRE PLAN/BAY AREA PROJECT POLICY: CONVERSION FROM), except that for productions transferred from a theater other than a LORT or WCLO theater:

- (1) the three-year period in (A)(1) above shall be a two-year period; and
- (2) the amount payable under (A)(2)(a) above shall be two weeks' minimum salary under this Agreement or two weeks' minimum salary under the applicable Agreement, whichever is greater.
- (3) Any WCLO productions where any contracts were issued prior to the ratification of this Agreement will be subject to (1) and (2) above.

(G) **Payments After Recoupement.**

In the event a production covered by this Rule ("transferred production") is produced under the Production Contract and is subsequently certified by SDC to have recouped 125% of its capitalization ("recoupment"), the Producer shall pay a one-time bonus of \$1,000 to each Actor who was in the closing company prior to the Production Contract show, whether or not the Actor signs a contract for the subsequent Production Contract show. In addition, any Actor who was in the closing company prior to the Production Contract production and who either (a) remains with the Production Contract company until such time as the 125% recoupment is achieved, or (b) completes their first term (on Principal term contract, One-Year Chorus Rider or Six-Month Chorus rider) will receive an additional \$1,000 at such time as the Production Contract company recoups 125% of its capitalization.

72. TRANSPORTATION AND BAGGAGE

(A) **Actor's Transportation.**

- (1) The Actor shall travel with the company by the most comfortable and expedient form of transportation as reasonably determined by the Producer. Travel time is deemed to be consecutive and all lay-overs, except in the case of bus travel, shall be a part of travel time. The Producer shall, at Producer's own expense, transport the Actor when the Actor is required to travel, including initial transportation from Point of Organization or Point of Engagement to Point of Opening and from Point of Closing to Point of Organization or Engagement. Should any performance be lost through unavoidable delays in travel, said lost performance shall be compensated for as provided in Rule 51(A).
- (2) Upon the production's closing, it shall be the Actor's option to be transported to the Point of Organization or Place of Engagement. In the event that Actor chooses to travel at a time or by means other than that provided by the Producer, the Producer shall pay money in lieu of transportation in the dollar amount of the transportation provided to the cast traveling on the Company transportation provided that Actor is advised by individual written notice in advance of being offered Actor's choice of travel arrangements, including the value (if any) of the return ticket. Such notice will be not less than seven days in advance of the Company transportation. Actor will be entitled to expense reimbursement as provided in Rule 63(C)(2) only if Actor chooses to travel on the Company transportation.

(3) **Night Travel.** Night travel shall be deemed to be travel between the hours of 10:00 p.m. and 6:00 a.m. and shall only be permitted with the written consent of Equity. (See Rule 72(D) for special regulation regarding railroad transportation.) Application may be by letter, telephone or FAX, and after consultation with the Company. Confirmation from Equity, if permission is granted, shall be in writing.

(4) **Travel Hours.** The Producer shall submit to Actors' Equity Association a detailed routing of any proposed tour based on the following schedule of maximum hours and mileage per each day of travel:

National, Pre-Point of Organization and Tiered Tours:

Double performance days	3 hours
Single performance days	7 hours
Non-performance days	9 hours

(a) Travel time shall be limited to 35 hours per week. Thereafter, overtime travel shall be in accordance with paragraph (5) of this Rule. For all tours, if air travel is utilized, the rest period may be reduced up to two hours should it be necessary. However, if such reduction of the rest period is taken, there shall be a reduction of one and one-half hours in allowed travel time on one performance or non-performance days for each one hour the rest period is reduced.

(b) For Alaska and Hawaii, restrictions on travel hours, per (A)(4) above shall be waived. It is agreed that Actor, upon arrival, will be immediately transported to their lodging. The Actor's 12 hour rest period shall be extended by no less than two times the amount of time over the hours provided in (A)(4) above. In no event shall such rest period be less than 24 hours. In the event the production requires a rehearsal, photo or press call which will invade this rest period, it is agreed that this call will not be made until 24 hours from the time of arrival at Actor's hotel. The first call will be no more than four hours in length followed by a 12 hour rest period thereafter. The Actor will be entitled to one additional vacation day (to be used in accordance with Rule 76, VACATIONS) in the event of such a call.

(5) **Overtime Travel.** If the applicable travel time set forth in (4) above is exceeded, the Producer shall pay each Actor involved overtime for each hour or part thereof as follows:

National and Tiered Tours:

As of September 30, 2019: \$39

Overtime travel on a two performance day shall be paid at double overtime which may be calculated in half-hour segments. Overtime travel shall be limited to one hour on performance days and two hours on non-performance days. Payment of any overtime due shall be included with the salary payment of the week following the week during which the overtime travel occurs.

(6) **Travel Time; Calculation of.** Travel time shall commence and be computed from the time the Actors are scheduled to depart from the first Actor's hotel until the time the last Actor's hotel is reached at the city of destination.

(7) After closing, all provisions of this section will be in full force and effect while returning to Point of Organization.

(B) Air Transportation.

(1) The Actor shall not be compelled to travel by air without Actor's written consent. Such written consent must be obtained at the time of signing of the contract and shall be binding for the duration of the contract.

(2) If air travel is consented to by the Actor, it must be on FAA certified and scheduled first-class airlines, including chartered flights on such airlines and not on non-scheduled or private airlines. The cost of baggage transportation will be borne by the Producer, as set forth in (F) below. However, the Producer may transport the Actor's

baggage in excess of the airline's free allowance by some alternate method of transportation, subject to the provisions of (F) below.

- (3) The Producer agrees to reimburse the Actor for the premium cost of air travel insurance purchased by the Actor up to the amount of \$150,000. If the itinerary includes more than four stops by air, the Producer shall provide each member of the company with a recognized air travel insurance policy effective from commencement of the first flight of the tour through the final flight at the conclusion of the tour. In the event of a delay in travel, the Producer, if the Actor is traveling other than first-class, agrees to pay such costs as are normally paid for by the airline for first-class passengers.
- (4) When air travel is required, the Producer shall assume ground transportation costs between the airline bus terminal (or normal pick-up station in the city) and the airport. The Producer may designate the means of ground transportation.
- (5) Coast to coast flights will be non-stop if Actor is traveling on Actor's day off and will otherwise be limited to not more than two stops. If there are no scheduled non-stop coast to coast flights on Actor's day off, one stop will be permitted.
- (6) Travel time shall not include up to one-half hour of time lost due to accident or other unforeseeable conditions. However, if such time lost exceeds one-half hour, all time will be included in calculation of travel time. Any overtime due under this rule after the first hour shall be calculated in half-hour increments.
- (7) When air travel is required, no less than two weeks prior to the engagement, the advance agency or company manager shall advise the Actor of the flight information, including the Producer's negotiated rate for the flight. Within five (5) days of receiving notification of the flight information and cost, Actor shall advise the Producer of the Actor's acceptance of the Producer-provided flight, or the Actor's preference to arrange for Actor's own travel. Notwithstanding the foregoing, at any time prior to travel, the Producer may change the offered flight to a comparable flight.

If the Actor does not accept the Producer-provided flight within five (5) days of notification to the Actor of the flight information pursuant to the above, the Producer shall be relieved of responsibility for arranging travel for the Actor. If the Actor elects to arrange their own travel, Producer shall reimburse the Actor for the costs of their travel, up to the cost of the Producer-provided flight, including taxes.

(C) Bus Transportation.

- (1) **Comfort and Safety.** The Producer agrees that the bus shall be equal in comfort, condition, and safety to those used by first-class long distance bus companies, except where the bus is used for airport and local transportation. The bus driver shall obey traffic regulations, and speed and safety rules of cities and states. The driver of such vehicle must conform to the applicable federal regulations. The bus shall be in good mechanical condition and shall provide the following accommodations and safety devices which shall be in good working order:
 - (a) Air-conditioning and heating.
 - (b) 34 inches between seats (back-to-back in upright position), reclining seats and foot rests which shall be adjustable. In buses where wheel-wells protrude into foot space, Producer shall not assign the affected seat to Actors on a single seat basis.
 - (c) Toilet facilities.
 - (d) Cold drinking water and paper cups.
 - (e) Separate luggage quarters.
 - (f) A speedometer and odometer which must be operative at all times. If immediate attention is not given to the repair of a speedometer or odometer malfunction, Equity may require a change of bus.

- (g) Should there be more than two mechanical breakdowns in a one-month period, Equity shall have the right to require the Producer to furnish a different bus.
- (h) Clean windshield and windows.
- (2) **Smoking.** During trips of two hours or less, there shall be no smoking on the bus. On trips lasting longer than two hours, if only one bus is being utilized, there shall be no smoking on the bus, but there shall be a 15-minute rest stop after the first two-hour period and every two hours thereafter. The 15-minute rest stop shall not be charged as travel time, but any time over that, if used by management, will be charged as travel time. The time taken up by the smoking rest stops cannot create a penalty situation. When two buses are utilized, one may be designated a "smoking" bus.
- (3) The following services shall be provided at no additional cost to the Actor:
 - (a) Loading and unloading baggage onto or from the bus.
 - (b) Sweeping the bus at least once a day.
 - (c) Delivering the bus at least one-half hour prior to departure times for luggage loading.
- (4) The conditions of (1) and (3) above shall be set forth as a rider to the Producer's contract with the bus company.
- (5) Scenery and physical props of the company shall not be transported by the same vehicle(s) transporting Actors. Permission to travel scenery and props on the company bus in small companies shall not be unreasonably withheld by Equity. An automatic exception to this rule may be made should there be a truck breakdown. However, such exception shall not be automatically granted if breakdowns exceed three per year.
- (6) Producer shall obtain and pay for Travel Accident Insurance of at least \$150,000 to cover each Actor engaged hereunder.
- (7) **Routing.** The Producer shall submit to Equity and the Actor a route sheet which shall specify places of performance, mileage between cities, and estimated hours. Said route sheet shall be submitted prior to the commencement of the tour. Subsequent route sheets shall be submitted to Equity and the Actor as bookings are arranged. The Company Manager or other representative of the Producer shall travel with the Company on the bus at all times.
- (8) **Travel Time; Calculation of.** Travel time shall commence and be computed from the time the bus is scheduled to depart from the first Actor's hotel until the time the last Actor's hotel is reached at the city of destination. The Actor shall be prompt for all bus calls and shall make Actor's baggage available for loading at least 15 minutes prior to the scheduled departure time. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company. If Actors are lodged at more than one hotel, the Producer, for the convenience of the Acting Company, shall schedule a pick-up at each hotel. However, upon arrival in town or at the destination, the time traveled from the last Actor's hotel to the theatre in excess of 30 minutes shall be counted as part of travel time of the Company.

When a trip is made to a restaurant after arrival at the hotel and before arrival at the theatre, then the total time traveled returning from the theatre to the last hotel shall be used to compute this excess.

 - (a) Travel time shall not include time lost due to accident or other unforeseeable conditions on the road or going through Customs at International Borders.
 - (b) Time required to deal with traffic violations of the bus driver or bus, refueling, or altering equipment on the bus to comply with comfort and safety regulations of (1) above shall be computed as travel time.

- (c) **Time Lost; Rest Period Reduced.** For National and Tiered tours, where there occurs a measurable loss of time in travel from one town to another because of accident, unforeseeable conditions or official inspection at International Borders, such lost time may be used to reduce the required rest period set forth in Rule 61(C)(2).
- (d) There shall be a minimum of one 10-minute comfort stop during each two hours of travel unless the bus has lavatory facilities. The first 10 minutes of such comfort stops shall be deemed part of travel time. Time beyond the first 10 minutes, if any, shall not be deemed part of travel time.
- (e) **Meal Stops.** Within the first four-hour travel period, there shall be a meal stop of not less than one hour. However, if arrival at the hotel can be reasonably made within the first five hours, no meal stop will be required. After this first stop, meal stops shall occur at intervals not to exceed five hours. If, however, the trip does not commence until after 12:00 noon, the first meal stop need not occur for five hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

(9) The bus, upon arriving at its destination, will first deliver the Actors directly to their hotels. The Actors may be delivered instead to the theatre due to a shortage of time or other contingency. In that event, the bus shall transport them to their hotels after the performance or rehearsal as the case may be, and shall leave the theatre when all Actors are ready to be transported to the hotels. The time of the bus's departure should not be later than 30 minutes after the final curtain. Should the Producer delay the departure of the bus from the theatre beyond 30 minutes, the actual departure time of the bus shall mark the beginning of the time for the required rest period. Where a public bus is used in an emergency or under other conditions with the consent of Equity, the provisions of this paragraph shall not apply.

(10) When a show is not playing at its own Point of Organization and the theatre is more than one-half mile from the hotel, transportation to the theatre and return after the performance will be furnished at the Producer's expense.

(11) On a two performance day, if there are no restaurants within one-half mile from the theatre, Producer will provide, at Producer's option, either round trip transportation for the Actors to a restaurant between performances or will arrange for a meal to be delivered to the theatre between performances. Such meal will be paid for by the Actor.

(12) **Rest Periods.** There shall be not less than an 11 hour rest period between the final curtain on any night and the bus call for the next day's travel. Time traveled after performance from the theatre to the first hotel in excess of 20 minutes shall be added to the 11 hour rest period. For National and Tiered tours, if travel the following day will be by bus or other over the road transport, eastward across a time zone boundary, then the rest period between the final curtain (or termination of travel) on the previous day and the bus call on the next day may be reduced one hour without penalty so that the bus call on the following day may be one hour earlier than would otherwise be permitted. Total travel hour limitations and required breaks must be observed.

(13) **Bus Log.** The Producer shall cause to be kept an accurate and complete bus log which shall not be prepared by a member of the Equity Company. The Deputy will initial the log daily indicating only that the Deputy is aware of the figures entered. At the end of each week, the Company Manager shall provide the Deputy with two copies of said log. The deputy shall file one copy with Equity together with any comments deemed appropriate.

(D) Rail Transportation.

- (1) Day coach transportation for the Company is limited to 10 hours. If the train schedule requires transportation in excess of 10 hours or after 10:00 p.m., a roomette single occupancy sleeping accommodation shall be furnished each Actor.
- (2) Should the Producer present proof satisfactory to Equity that roomette single occupancy sleeping accommodations could not be obtained, Producer will negotiate with Equity accommodations or compensation in lieu thereof for the Actor.
- (3) Travel time shall not include up to one-half hour of time lost due to accident or other unforeseeable conditions. However, if such time lost exceeds one-half hour, all time will be included in calculation of travel time. Any overtime due under this rule after the first hour shall be calculated in half-hour increments.

(E) Company Traveling as a Unit. When the Company travels as a unit, the Company Manager or other representative of the Producer shall travel with the Company at all times, shall be at the hotel used by the majority of the Acting Company at check-in and check-out, and shall be accessible to the Acting Company at all reasonable times while the Company is on tour.

(F) Baggage.

(1) Transportation of Baggage.

- (a) The cost of baggage transportation not to exceed 200 pounds shall be borne by the Producer, except in the case of Pre-Point of Organization Tours and National Tours with the majority of engagements of more than one week when the baggage shall not exceed 400 pounds.
- (b) The Producer may limit to 50 pounds the amount of baggage the Actor may transport on the plane as checked baggage (50 pounds for one bag). Any cost resulting from baggage being greater than 50 pounds shall be borne by the Actor.
- (c) The Producer may provide one or more containers with a capacity of at least 150 pounds, or 350 pounds for Pre-Point of Organization Tours and National Tours with a majority of engagements of more than one week, for each Actor's additional belongings, to be transported separately. For new tours that commence after September 30, 2019, under this Agreement, if the Producer provides one or more containers, at least one such container must be at least 75 linear inches (e.g., Contico ProTuff or similar container) for each Actor's additional belongings, to be transported separately.

(d) Access to Containers.

- (i) On Pre-Point of Organization Tours and National Tours with a majority of engagements of more than one week, the Actors will be provided access to these containers no less frequently than at the beginning and again at the end of engagements of 14 days or less. On engagements of more than 14 days, the containers shall be delivered to Actor's lodging provided Actor's lodging is one of those posted per Rule 32 HOTEL RESERVATIONS, or the Actor is residing within 10 miles of the theatre.
- (ii) On all other tours, the Actor will be provided safe and unimpeded access to these containers no less often than at the beginning and again at the end of each engagement, and in no event shall Actor be without access to containers for more than 14 days.

(e) The Producer will reimburse the Actor for actual expenses incurred up to \$60 each way in the transportation of personal luggage from the Actor's apartment to the pick-up point at the Point of Organization and, at the conclusion of Actor's engagement, from the drop-off point to Actor's apartment.

- (f) The Producer agrees to transport at least one full-sized suitcase, plus two pieces of hand luggage which fit in overhead luggage racks (subject to airline restrictions on carry-on hand luggage and 72(F)(1)(b) above). Make-up kits and rehearsal clothes shall not be included in this limitation and may be transported separately by the Producer. In addition, the Producer agrees to arrange for shipment to and from the Actor's residence, reasonable wardrobe changes necessitated by change of seasons during a tour up to two times per year up to \$100 per exchange (subject to receipts). For tours that commenced prior to September 30, 2019, that are providing containers pursuant to Rule 72(F)(1)(c), but those containers are not at least 75 linear inches, Producer shall facilitate such wardrobe exchanges up to four times per year, up to \$100 per exchange (subject to receipts).
- (g) If the Actor elects not to accept the Producer-provided flight within five (5) days of posting of the flight information pursuant to Rule 72(B)(7) above, and instead elects to arrange their own flight, Producer shall reimburse the Actor for the costs of their checked baggage up to the amount paid per Actor electing to accept the Producer-provided flight.

(2) Baggage Containers On Pre-Point of Organization Tours and National Tours in which the Majority of Engagements are Longer than One Week.

- (a) On tours that began prior to June 30, 2008, Actors employed as of September 9, 2008 shall have the right to continue to use their existing trunks, and the size of such trunks may be limited to 90 linear inches (calculated as length plus width plus height).
- (b) The Producer may limit the total amount of baggage per Actor to 400 pounds (including the trunk indicated in (a) above) and may limit to 100 pounds the amount the Actor may take on the plane as checked baggage. On tours that begin after June 29, 2008, or for Actors joining a tour after September 9, 2008, the Producer may provide uniform container(s) for Actors' baggage that is transported by truck, with a total capacity of at least 300 pounds of belongings.
- (c) Whether the Producer is subject to this paragraph (2) shall be determined when the Producer provides the tour's initial itinerary to Equity at the time of bonding.
 - (i) If at any time thereafter the tour's itinerary demonstrates that the majority of the production's future engagements are one week or less, the Producer shall not be subject to this provision for Actors joining the tour. For the change to be effective the Producer must first provide a copy of the revised itinerary to Equity at least two weeks prior to any change.
 - (ii) Notwithstanding the above, the Producer must continue to transport the 400 pounds of baggage of any Actor who joined the tour prior to such time.
 - (iii) Should Equity believe that the tour itinerary continues to subject the production to this provision for Actors thereafter joining the tour, Equity may invoke the expedited grievance and arbitration procedures under Rule 4 of the Agreement within one week of its receipt of the Producer's revised itinerary.
 - (iv) It is the intention of the parties that the two-week notice period and the expedited arbitration procedure will insure that an arbitration decision is reached before the date of the proposed change in determination so that no Actor, nor the Producer, will be disadvantaged if there is a dispute about the determination.
- (d) **Trunk/Container Pick-up/Return.** If Actor's residence is within the distance outlined in (d)(i) below, the Producer will either pick-up the Actor's trunk/container at the door of the Actor's apartment or room and transfer it to and from the station or theatre at the Point of Organization and return Actor's trunk/container to the door of Actor's apartment or room at the conclusion of Actor's engagement or Producer will reimburse the Actor for such transportation anywhere in the metropolitan area

of the Point of Organization up to \$40 each way. If Actor's residence is not within such distance, Producer will reimburse the Actor for such transportation as outlined herein.

(i) Distances: in New York, within a 10-mile radius of Columbus Circle; in Chicago, within a 10 mile radius of the Tribune Tower; in Los Angeles, within a 20 mile radius of Hollywood and Vine; in San Francisco, within a 10 mile radius of Union Square.

(ii) Payments will be made in the week said expense is incurred by the Actor.

(G) **Mail.** Producer agrees to forward first-class mail to Actor on tour if Actor's mail is brought or sent to Producer's office.

73. UNDERSTUDIES

Except as provided in paragraph (K) below, the Actor shall not be permitted to understudy unless Actor's Contract so provides.

(A) All parts for which contracts are issued, except parts of stars and "bit" players, shall be covered by Understudies. Nothing contained herein shall require Chorus to be understudied.

(B) A performing Actor shall be compensated for each Principal role understudied at the rate of not less than the amount listed below per week. (For Tiered Tours, see Rule 70(B)(2)(i), TOURS.) A General Understudy shall be compensated at the rate of not less than the amount listed below per week for each Principal role understudied over three. In no event shall a performing Actor be permitted to understudy more than three Principal roles. A General Understudy may understudy not more than five Principal roles.

As of September 30, 2019: \$56.00

(C) Where there are non-enumerated Understudies, the Producer must indicate by contract rider, at the time the original contract is executed, that there may be more than one Understudy for the Understudy part contracted and that the Understudy will perform at the Producer's discretion. When a Principal Actor has given advance notice of a leave for vacation or any other purpose, Producer shall provide, absent extraordinary circumstances, two weeks' notice to said Understudies and post which Understudy will be performing for the Actor on leave.

(D) Payment for Performance.

(1) No Understudy shall perform in a Principal part to which said Understudy is assigned without additional compensation.

(a) Payment of one-eighth of an Actor's own contractual salary shall be made to the Understudy for any performance in which the Actor appears in the capacity of an Understudy to a Principal.

(b) A cast member understudying a Star billed over the title, if receiving less than \$300 over minimum, shall be paid at least \$300 for each performance given in place of the Star.

(E) Understudies shall be present at each performance unless the Producer otherwise consents.

(F) Understudies must be hired not later than one week before the first paid public performance for road tours and two weeks after the first paid public performance for pre-Point of Organization tryouts or previews where the show is opening "cold" at the Point of Organization.

(1) Understudy of Principal parts assigned to Chorus must be so assigned on new contracts or riders and salary adjustments made no later than two weeks after the first paid public performance of the production or at the time of the Official Opening, whichever is earlier.

- (2) Where the contract of a Chorus is amended so that additional compensation is agreed upon based on the assignment of understudy work, the Producer may, within two weeks of the first paid public performance at Point of Organization, withdraw said understudy work and additional compensation and assign said understudy work to another Chorus. The foregoing shall not apply where understudy work and compensation therefor is part of the original contract of employment.
- (3) For Principal Actors, see Rule 16(D), Hiring "As Cast".
- (G) The Producer shall provide Understudies with script and music. No Understudy shall be required to perform a role or part until one week after Understudy has received this material and until Understudy has had at least one rehearsal in the entire role or part assigned. However, Understudy may read the role or part or may perform it if able and willing. (See also Rule 58(K)).
- (H) If a Chorus understudies a Principal Actor, the Chorus' name and the part understudied shall be listed in the program. (This shall also apply to alternate Understudies.) (See Rule 7, BILLING.)
- (I) Understudies shall be in only one company at a time.
- (J) If a Principal Actor's employment is terminated, a contract for replacement must be negotiated and signed between the Producer and the Understudy or other replacement no later than two weeks after the Principal's last performance in the production.
- (K) If in an emergency the Actor goes on as an Understudy in a Principal part not specified in the Actor's contract, the Actor shall be compensated for such performance at not less than two-eighths of Actor's own contractual salary and shall thereafter be contracted and compensated for such Understudy duty at no less than the usual minimum rate, subject to two week termination of the Understudy assignment only without regard to requirements of Rule 69(D), TERMINATION. An understudy assignment so contracted may exceed the normal limitation on the number of understudy assignments provided under Rule 73(B) for a period not to exceed two weeks.
- (L) Understudies shall be rehearsed in accordance with Rule 58(J), Rule 58(K) and Rule 62(I). For National and Tiered tour performers, see also Rule 70(H).
- (M) **Billing.** See Rule 7(A)(1) and (B)(c), BILLING and Rule 0, CHANGES IN CAST (Billing and Biographies).
- (N) If, after 18 months, an Actor has not performed a Principal understudy assignment despite there having been more than one opportunity to perform said assignment, the Actor shall be released from that assignment upon written request from the Actor.

74. UNION EMBLEM

The Producer agrees to include the Actors' Equity Association emblem in the program or Playbill and to insert the following caption beneath it: "The Actors and Stage Managers employed in this production are members of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." At any theatre where the Playbill includes full information about both Equity and non-Equity productions in the same program, the Equity emblem and caption shall be on the cast page for each Equity production.

75. UNION SECURITY

- (A) All Actors who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All new employees shall, as a condition of employment, become members of the Union within 31 days from the date of the commencement of their employment and shall thereafter continue to be members of the Union in good standing

as a condition of continued employment. As defined and applied in this rule, the phrase "member of the Union in good standing" means a person who pays initiation fees and dues (or the monetary equivalents thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

(B) Equity shall provide the Producer two weeks' written notice to discharge any Actor for non-payment of union dues or initiation fee (or the monetary equivalents thereof). Upon the Actor's failure to make such payment within the aforesaid period, the Producer agrees immediately to discharge the Actor, provided however, that Equity shall withhold its demand for discharge if the Producer undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's delinquency.

76. VACATIONS

(A) Vacation at Point of Organization and on Tour.

- (1) Beginning with the first day of employment, Actor shall accrue vacation pay at the rate of 4% of contractual salary (including Overage participation) received up to a maximum of 4% of the Stage Manager's (Musical) applicable minimum salary per week. When accrued vacation is paid, it shall be paid by separate check.
- (2) For each six months of the Actor's employment, Actor shall be entitled to a one week vacation at Actor's option in multiples of one week increments and provided that vacations may not be taken within 12 weeks of the Official Opening performance at Point of Organization or, in the case of a touring company, at its first Place of Engagement, without the Producer's consent. If Actor chooses to take the vacation, Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (1) above, as well as Overage participation (see Rule 70(B)(2)(e)(vii) Tiered Tours). If Actor chooses not to take the vacation, Actor shall receive, in addition to contractual salary, the accrued vacation pay specified in (1) above.
- (3) When the Actor's contract terminates, Actor shall receive all accrued vacation pay which has not been previously paid.

(B) **Notice of Vacation.** The Actor shall give the Producer no less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or disapproved in writing by the Producer within one week thereafter.

(C) **Replacement.** An Actor engaged to replace another on one week's vacation may be engaged for one week on condition that Actor shall not be called upon to rehearse more than one week. The contract shall clearly set forth that the engagement is limited to one week only.

77. VOLUNTARY CLASSES

The Actor is prohibited from attending so-called "voluntary" acting, dance and music classes prior to or during the rehearsal period and prior to the Point of Organization opening. The Producer agrees not to request that the Actor attend such classes.

ADDENDUM**ALTERNATIVE MEDIA PROMOTION AND PUBLICITY AND OTHER RECORDING AND BROADCAST PROVISIONS FOR DRAMATIC PRODUCTIONS**

Dramatic productions may opt-in to Rule 40 MEDIA PROMOTION AND PUBLICITY AND OTHER RECORDING AND BROADCAST PROVISIONS. Absent such opt-in, the terms as set forth below apply. Once they opt-in, Rule 40 applies from the first day of rehearsal for employment under this Agreement.

For purpose of this rule, the term "Recording" shall refer to any taping, filming, digital recording or any other electronic or mechanical reproduction, in whole or in part, of any production (including any element of the production over which the Producer has the right to, or reasonably should have the right to, withhold consent to the use of said element) in which Actors are employed under the terms and conditions of this Agreement.

Televising, broadcasting, and visual or sound Recording may be done under the following terms and conditions, which shall remain in effect from the beginning of employment until 19 weeks after the production has closed and shall apply to any production licensed, leased or authorized by the Producer, but shall not apply to motion picture filming for theatrical release.

Requests to Record beyond the following provisions must be submitted in writing to Equity at least 30 days in advance unless special circumstances do not permit such notice. Such requests will not be unreasonably declined.

If a dispute between Equity and the Producer arises under this Rule, it shall be subject to the Grievance and Expeditious Arbitration procedures set forth in Rule 4.

(A) **Reference Recordings.** Notwithstanding any Rule in this Agreement to the contrary, Producer may make Reference Recordings during rehearsal and performance under the following conditions:

- (1) The cast shall be given at least 24 hours advance notice of the capture of Reference Recordings.
- (2) Actors' time spent in such recordings shall be considered as regular rehearsal or performance time. No additional compensation will be paid to the Actors except when overtime is payable for rehearsal under provisions set forth in this Agreement.
- (3) These recordings may be used solely for the purpose of reviewing design elements, staging, lighting, technical, or choreographic elements. Reference Recordings shall not be used for promotional, publicity, commercial, or disciplinary purposes and shall be held strictly as a record by the Producer and may be viewed by the Producer, designers, director and/or choreographers or their expressly authorized employees.
- (4) Producer may make the Reference Recordings available to Actors.

(B) **Recording and/or Broadcast of the Entire Production.** Visual or sound Recording and/or Broadcast of the entire production in any medium shall be permitted, provided:

- (1) Each Actor (including Swings, Understudies, Dance Captains and Stage Managers) called for the Recording shall be paid pursuant to the terms of the appropriate SAG-AFTRA contract. In no case will Actors be paid less than the rates customarily applied to such releases under a SAG-AFTRA contract, including any residuals due for exploitation in supplemental markets. The work rules under the SAG-AFTRA contract applicable to a comparable release must also be met, as well as the required benefit contributions (made to Equity Funds if no other Funds are applicable) and procedures necessary to administer payments. In addition to the payments above, each Actor who is called, and any Actors replaced for the Recording, shall receive a payment of no less than one hundred fifty percent (150%) of applicable Production Contract minimum salary as stated in Rule 63(A), SALARIES. Contributions for Equity Pension and 401(k) shall be paid on these monies and Equity Dues shall be deducted on behalf of the Actors.

(2) Stage Managers employed for the Recording will receive the same terms and conditions as the Actors. Stage Managers shall be paid the equivalent of the On-Camera Principal Performer rate for each day of Recording. Contributions for Equity Pension and 401(k) shall be paid on Stage Managers' salaries in lieu of SAG-AFTRA benefits.

(C) **Cast Albums.** Cast albums may be made under the provisions of the Original Cast Album Rider. The Producer agrees that any Actor who sings or verbalizes in the production in any number, plus the Stage Manager, shall be employed on the appropriate SAG-AFTRA Contract for the Recording of said album and shall receive not less than one week's contractual salary for up to eight hours so employed, which may be scheduled by the Producer over no more than four days. Such cast album shall accord credit to each Actor appearing in the production at the time the Recording is made, whether or not the Actor performs on the Recording. In addition:

- (1) If an Actor works more than eight hours, the Actor shall be paid an additional one-eighth of contractual salary up to a cap of 250% of Production Contract minimum for each hour or part thereof.
- (2) Terms for Actor participation in the Producer's 15% of monies derived by the Producer are identified in the Original Cast Album Rider.
- (3) Producer shall give Equity not less than 72-hours' notice (inclusive of at least two business days) prior to such Recording.
- (4) If, during the Recording of a cast album, one or more singers who are not members of the Equity cast are engaged, then Swing singers and Understudies assigned to singing parts who are not engaged to record the cast album shall share equally in an amount equal to the average contractual salary of said Swings and Understudies multiplied by the number of employment days of such supplementary singers.
- (5) For cast album recordings only, there shall be not less than a 10-hour rest period between an evening performance and a morning Recording call. There shall be a break of one and one-half hours (one hour if a meal is provided) between the Recording session and rehearsals or performances scheduled under the Equity Agreement. Recording sessions may not be scheduled on two-performance days. Application of this rule may not reduce breaks or rest periods required by the SAG-AFTRA Contract.
- (6) If: (a) songs are recorded by Actors before the creation of a cast album; (b) said Actors are paid for those prior recordings under another applicable agreement; and (c) those songs are included on the cast album without further recording work by said Actors, then a credit equal to the amount of the payments in (b) shall be applied against any payments due to those Actors for the Cast Album recording under Addendum (C). Actors shall also be credited for any hours spent making such recordings against the eight hours set forth in Addendum (C)(1).

(D) **Commercials: Television and Radio Spot.**

(1) **Television Commercials.** An Actor may be called to make a television commercial of three minutes or less duration. The Actor shall sign the applicable SAG-AFTRA Contract and the following terms and conditions shall apply:

(a) **Session Fees.** Session Fees shall be payable as set forth below:

- (i) **Special Call.** Each Actor, Stage Manager and Dance Captain who is called when the commercial is Recorded shall be paid not less than the then-current session fee for an on-camera principal performer, whether or not the Actor is seen or heard in the commercial. If a Stage Manager or Dance Captain is not called for the session, but is required to render services in connection with the production of the commercial, the Producer shall pay not less than the applicable session fee for an on-camera Principal performer.

- (ii) **Performance.** If a commercial is Recorded at a performance, each Actor (including Stage Managers) who is performing their function for that performance, will be paid the applicable session fee for an on-camera Principal performer.
- (iii) B-Roll Advance News Footage-Footage of the production shot in accordance with the rules in (E). If a commercial is made from the B-Roll footage, each Actor, Stage Manager and Dance Captain who was called when the footage was taken shall be paid the applicable session fee for an on-camera Principal performer, whether or not the Actor is seen or heard in the commercial.
- (iv) **Hiatus Between Use Cycles.** If there is a hiatus between use cycles, a session fee shall be paid, in accordance with this paragraph (a), in addition to the use fee when a new use cycle commences after the hiatus.
- (b) **Use Fees.** In addition to the session fee set forth above, each Actor seen or heard in the commercial, and each Stage Manager and Dance Captain who performed their function during the Recording shall be paid in accordance with the following:
 - (i) **One Year Use Fee.** A use fee of not less than the applicable New York Wild Spot on-camera Principal rate, which shall constitute payment in full for up to fifty-two (52) weeks of use of the commercial on broadcast TV, cable and the Internet; or,
 - (ii) **Six-Month Use Fee.** A use fee of \$797, which shall constitute payment in full for up to twenty-six (26) weeks of use, of the commercial on broadcast TV, cable and the Internet. (Note: This use fee shall increase by the same percentage, and at the same time, that the use payment in (i) above increases.)
 - (iii) **Re-Use Fees.** The applicable use fee as set forth above in (i) or (ii) shall apply for re-use. If there is a hiatus after a use cycle, a session fee shall also be paid in accordance with paragraph (a)(iv) above.
 - (iv) **Standard SAG-AFTRA Terms Option.** In lieu of the terms set forth herein, the Producer may elect to use standard terms of the applicable SAG-AFTRA Agreement.
- (c) **Holding Fees.** There will be no holding fees.
- (d) **Actors Employed Outside of the Production.** Actors who are not in the production and are hired to render services which are in SAG-AFTRA jurisdiction (e.g., voiceovers, testimonials and additional singers) will be engaged in accordance with the standard SAG-AFTRA commercials contract.
- (e) **Still Photographs.** If a television or other commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall be signed to the applicable SAG-AFTRA contract and the terms of this agreement shall apply.
- (f) **Multi-Show Commercial.** Commercial footage and/or voice tracks from different shows produced under this Agreement, or any 4A's Agreement, may be combined into a single "multi-show" commercial for purposes of promoting a season or series of shows. Actors seen or heard in the spot shall be paid in accordance with the terms set forth below:
 - (i) If the source commercial is already in cycle for which the Actors are being paid, no additional compensation shall be due; or,
 - (ii) If the source material is not in cycle, Actors shall be paid in accordance with the terms set forth herein.
- (g) **Other Promotional Uses.** Producer may, without payment of additional compensation, use a commercial in cycle for:
 - (i) video billboards;
 - (ii) taxi videos;

- (iii) elevators;
- (iv) movie trailers;
- (v) group sales video presentations;
- (vi) in-flight videos;
- (vii) in-house hotel videos;
- (viii) tour bus videos;
- (ix) lobby loops, kiosks, in-store videos and other such similar uses.

(2) **Radio Commercials.** Equity will permit the Actor to make a radio spot commercial of three minutes or less duration promoting the theatre or production provided the Actor is signed to the applicable SAG-AFTRA Contract. When a Stage Manager, Dance Captain, or other Actor is required to do any work other than performance in connection with a radio commercial, the Producer shall pay said Actor not less than the applicable SAG-AFTRA Principal minimum in addition to payments required if Actor also performs. If the commercial is Recorded during a performance, those Actors performing during that performance, including Stage Managers and Dance Captains who are performing their functions for this performance, will be paid the SAG-AFTRA session fee in addition to any use fees which may be applicable, pursuant to the SAG-AFTRA contract.

(3) **Stars.** Producer may create new footage at a regularly scheduled performance for the exclusive purpose of incorporating new stars into a pre-existing commercial provided all Actors seen in the newly incorporated footage are paid pursuant to the terms and conditions contained herein. Payment shall be due Actors in the new star commercial only if they have not been paid for the pre-existing commercial.

(4) **Notice.** There must be at least 24-hours' notice to the Actors and Equity prior to any Recording for a commercial. Where practicable, Producer shall give advance notice of use of a commercial created from B-Roll.

(5) The Producer shall be permitted to make any number of commercials from captured material using the same Actors. In such event, no additional session or use fee shall be due except as indicated here. If the Producer uses an Actor in one commercial in a lesser payment category and then uses the Actor in a subsequent commercial in a higher category, Producer will pay to the Actor the difference in the session fee as well as the adjustment in the use fee as may be required under the Equity or the SAG-AFTRA Agreements.

(6) All other terms of the SAG-AFTRA commercial agreement and this Addendum to the Equity/League Agreement not otherwise identified or modified herein shall remain in full force and effect.

(E) Provided that the purpose of the recording is promotional in nature and the Producer does not receive revenue in exchange for the capture or use of such material, outside news and media/entertainment companies may Record the production for use on any program under the following conditions:

(1) **During a Rehearsal.**

- (a) Recording and interview session shall not exceed one-half hour of the rehearsal.
- (b) The Stage Manager shall file a report with Equity giving the time utilized for the Recording and interview session. Said report shall be initialed by a Deputy.
- (c) Upon contemplation of Recording during a rehearsal, the Producer shall make every reasonable effort to:
 - (i) Give the cast 24-hours' notice;
 - (ii) Schedule only three Recording sessions during which all outlets must do their Recording; and,

(iii) If the time of the Recording is changed, the Producer shall notify the cast of such change and of the re-scheduled time.

(2) **At a Performance.**

- (a) Only one-half hour of footage may be Recorded.
- (b) If possible, the cast must be given 24-hours' notice.
- (c) When cameras are going to Record, cast must be given notice at the half-hour call.
- (d) There shall be no Recording where there is any interference with the Actors such as the requirement for additional lighting or the movement of equipment.
- (3) Not more than three minutes of any Recorded portion of the performance or rehearsal shall be shown on the program. Such three-minute Recording may not depict an entire self-contained number or scene.
- (4) No payment shall be required hereunder provided no payments are made to any other personnel employed in the production.
- (5) An Equity Stage Manager shall be present at every Recording under this paragraph (E).
- (6) For any violation of this paragraph (E), other than violations of unauthorized subsequent uses of the Recording, the Producer shall pay one week's contractual salary to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil, or criminal, that arise under a breach of this paragraph (E) which the Actor has against the Producer or any third party.

(F) **B-Roll Advance News Recording (“B-Roll”).** In order to be able to supply publicity footage to outlets which cannot, for whatever reason, supply their own crews to take such footage, the Producer may shoot B-Roll, provided that Producer adheres strictly to all the terms and conditions of (E) above.

- (1) The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed.
- (2) The Producer will be limited to one such Recording per year and remains liable for any claims resulting from any misuse of such footage.
- (3) The Recording of B-Roll may take place in accordance with this paragraph without additional compensation, during a scheduled rehearsal, dress rehearsal or performance. It is understood and agreed, however, that enhanced lighting and multiple takes may occur during such rehearsal, dress rehearsal or performance provided that in the event an excessive number of takes transform the rehearsal into a "session," then the applicable SAG-AFTRA session fee shall be due every Actor and Stage Manager at the call. Further, in the event that particular Actors are requested to come in early or stay later for retakes or special shots, such Actors shall likewise be paid the applicable SAG-AFTRA session fee(s) that may be due.

(G) **Other Promotional Uses.** The League and Equity acknowledge that consistent and varied promotion and advertising of theatrical productions will promote long term employment for all performers employed in legitimate theater productions and that the Recording of the material and uses contemplated by this provision are intended to achieve this objective.

- (1) **B-Roll --No Payment Required.** Additional allowances for other promotional uses of B-Roll in accordance with (F) above and without additional compensation are identified below.
 - (a) **Press Reels.** Producer can use clips of up to three minutes of performance and/or rehearsal footage (of which no continuous sequence shall exceed 30 seconds) for each production included on the Press Reel.

- (b) **Websites.** Up to a total of five minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed 30 seconds) may be used either in a directory or multiple Broadway show format (e.g., Broadwayworld.com) or by an individual Producer on behalf of a particular show or group of shows.
 - (i) Neither merchandise promotion nor ticket sale information shall be presented on the same "page" as the foregoing, but may provide a link to a separate page which does contain such content.
 - (ii) It is also understood that there may be no promotion of any other product(s) on the "page" where the B-Roll will be seen without Equity's prior written consent.
 - (iii) If voiceover or other live Actor work performance is required in addition to the permitted performance footage, the applicable SAG-AFTRA Agreements shall apply to such voice-over or other work.
- (c) **News and Current Affairs Programs.** Producer can use clips of up to three minutes in total time on each such program.
- (d) **Entertainment Talk Shows.**
 - (i) Producer may provide clips (no more than two on any one program) as part of a bona fide interview in which the production is being promoted.
 - (ii) Total amount of B-Roll may not exceed two minutes per program, and may not contain all or substantially all of a musical number.
 - (iii) (All performers seen and/or heard on the clip must have given written consent prior to use.
 - (iv) Clip usage is restricted to currently running productions only.
- (e) **Clip Use of Other Productions on TV News Shows.** Producer can use clips of performers in other productions on news specials not to exceed three minutes in length.

- (2) **Use of B-Roll Including Documentary and News Footage--Payment Required.** The Producer may use footage from any B-Roll, documentaries (produced after October 1, 1996 provided Actor has given consent to such use) or news footage for purposes of promoting the theatrical production for a single SAG-AFTRA fee to each Actor appearing in such footage in the following venues:
 - (a) **Educational Videos.** Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;
 - (b) **Tour Bus Videos.** Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;
 - (c) **Sales Kiosk Videos, In-Store Videos or Lobby Loops.** Up to a total of six minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. For the creation and use of loops from commercial footage see (L) below;
 - (d) **Group Sales Video.** Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;
 - (e) **Corporate Videos.** Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;
 - (f) **Movie Trailers and Video Billboards.** Up to a total of three minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;
 - (g) **In-flight Video and In-house Hotel Video.** Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. In-flight video or in-house hotel video may either be presented as a multiple show directory or on an individual show or multiple show

basis so long as it is presented along with either soft news, cultural or tourist information; and.

(h) **Music Video and Infomercial.** With respect to infomercials, up to a total of 15 minutes of rehearsal and/or performance footage from a show.

Footage from commercials may be used for any or all of the above upon payment of the applicable SAG-AFTRA fee for such use.

Actors' Equity shall not apply any additional fees for the above uses provided the Producer fully complies with all of the terms and conditions set forth herein.

The above permitted uses shall not include the sale of videos or the endorsement of any commercial products.

(H) **Documentary.**

(1) The Producer shall have the right to make a television documentary, including unlimited exhibition throughout the world on all television and for the period defined in the SAG-AFTRA Agreement. This permission is conditioned on payment of not less than the applicable SAG-AFTRA rates and provided no more than 21 minutes of combined rehearsal/performance footage is used.

(a) "Performance footage" and/or rehearsal shall mean footage acquired from Advance News Footage, documentaries (produced after October 1, 1996 provided Actor has given consent to such use) or news footage with no individual clip exceeding three minutes in duration.

(b) "Non-performance footage" involving Actors in non-performance activities (such as interviews, costume fittings and other elements where the performer is not performing whether in rehearsal or on stage) shall not be included in the calculation of running time (the aforementioned 21 minutes).

(c) If work additional to the Actors' normal duties rehearsing or performing for the stage production is required to accommodate the Recording, the Actor will be paid the appropriate Equity hourly rehearsal overtime rates for such additional work plus any fees which may be required by SAG-AFTRA

(d) Producer must obtain Equity's consent to shoot more than a total of three days of rehearsal and/or performance. Equity agrees that it shall not unreasonably withhold its consent to such additional shooting.

(2) **Clip Use in Other Documentaries.** The Producer can use clips of performers from one or more productions in a different documentary with an aggregate limit of an average of three minutes "performance and/or rehearsal" clips per half-hour provided that the Actors seen are paid no less than the applicable SAG-AFTRA rate in accordance with the formulas identified above.

All Actors (including Stage Managers) shall receive billing at the end of any broadcast of the documentary created hereunder.

(I) **Session Fees.** Whenever session fees are applicable, Producer shall be required to pay a session fee to any Actor who is called to be present at the theater or rehearsal space when Recording is taking place. Stage Managers shall be paid the on-camera Principal rate.

(J) **Payment for Live Television Promotional Appearances.** Whenever an Actor appears in costume on a news, talk or entertainment show, said Actor shall be paid not less than the applicable SAG-AFTRA rate. If the Stage Manager is requested to attend the television appearance, they will be paid not less than the actors.

(K) **Use of Footage After Expiration Date of Contract.** Any footage produced under this Addendum shall continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment shall so provide.

(L) **Loops Using Commercial Footage.** Footage from a television commercial created to promote the production on television may be edited to create a non-broadcast "loop" for unlimited promotional use subject to the following conditions:

- (1) If the commercial is in a cycle for which the Actors are being paid the applicable SAG-AFTRA rate, no additional compensation to Actors is required;
- (2) If the commercial is not in cycle, Actors will receive the applicable SAG-AFTRA non-broadcast B-roll payment;
- (3) The Actors' Equity logo will appear in every frame of performance footage;
- (4) In no event may any Equity loop footage be used to promote a non-Equity production.

(M) **Opening Night Specials.** Opening Night Specials shall be subject to the following terms:

- (1) Opening night specials may be either a one or two-hour documentary-style news program, which will combine Recorded portions with live coverage about the creation and opening night of the production;
- (2) To include excerpts from the show, the television production may Record portions during regularly scheduled performances and rehearsals, the number to be mutually determined between the needs of the television production and the Producer and director so as not to intrude upon the creative process. In no event shall the television crew Record more than five rehearsals and/or two performances. Up to 45 minutes of each such rehearsal and 30 minutes of each such performance may be Recorded upon 24-hours' notice to the cast before each call;
- (3) The Producer may include the terms of such Recording by rider to the Actor's contract, including an honorarium of not less than \$350 for a two-hour program and \$200 for a one-hour program to be paid to all Actors employed by the production. If any employee of the Producer or Theatre Owner is paid a higher honorarium for this event, the Actors shall be paid the higher amount;
- (4) Up to a total of 45 minutes of rehearsal and performance footage may be included in the final edited two-hour program. Up to a total of 20 minutes of rehearsal and performance footage may be included in the final edited one-hour program. It is understood that an entire self-contained number or scene may not be broadcast. All Recorded footage shall be used exclusively for the opening night telecast and promotional spots for the telecast. In addition to the permitted minutes of footage, a portion of the curtain call may be broadcast; and,
- (5) Producer will ensure that every Actor employed by the production will receive a screen credit on the Opening Night Special program.

(N) **Benefits.** Contributions on behalf of the Actors shall be made pursuant to the applicable SAG-AFTRA Agreement except for Stage Managers whose benefits shall be paid in accordance with Rule 49, PENSION FUND AND 401(k) PLAN.

(O) **Notice to Broadcast Media and Press Agents.** Press Representatives will send to all broadcast media in the major cities and to all ATPAM press agents a letter outlining the provisions of the contract which govern the use and/or reuse of any Recording of productions under this Agreement. This letter will be sent to the broadcast media in these cities and to the ATPAM press agents every year. The League further agrees to advise by letter any other broadcast media who request permission to do such Recording or to use existing Recordings of those contract provisions. Failure to comply with those provisions may subject the Producer to penalties as outlined above. The League will copy Equity on all pro forma letters, indicating the parties contacted, pursuant to this Agreement.

DURATION

This Agreement shall commence on September 30, 2019 and expire on September 25, 2022. Any new rules, when adopted, shall be retroactive to said commencement date unless otherwise stated.

Consistent with the parties' agreement to create a unified touring agreement, the application of this Agreement to National and Tiered tours expires on November 1, 2020, but the "status quo" concerning those tours shall be maintained as required by law.

All individual contracts of employment existing or signed on or subsequent to said date shall be modified in accordance with the new rules. Equity may advise its members that no Actor shall work for the Producer unless an Agreement and Rules Governing Employment under the Equity/League Production Contract is in effect.

NOTE: The sub-headings for each of the foregoing provisions have been inserted for convenience and are not to be deemed as part of the provisions to which they refer. The Table of Contents and the Index are likewise added for convenience and are not to be deemed a part of this Agreement.

Mary McColl
ACTORS/EQUITY ASSOCIATION
by Mary McColl
Executive Director

Scott Irgang
THE BROADWAY LEAGUE
by Scott Irgang
Director of Labor Relations

10/8/2021
Date

10/8/21
Date

Appendix A

WAGES	9/30/19	9/28/20	9/27/21
BROADWAY WEEKLY			
Actor	\$2,168.00	\$2,244.00	\$2,323.00
SM (Musical)	\$3,562.00	\$3,687.00	\$3,816.00
SM (Dramatic)	\$3,062.00	\$3,169.00	\$3,280.00
1st ASM (Musical)	\$2,814.00	\$2,912.00	\$3,014.00
1st ASM (Dramatic)	\$2,503.00	\$2,591.00	\$2,682.00
2nd ASM (Musical)	\$2,352.00	\$2,434.00	\$2,519.00
NATIONAL TOUR WEEKLY			
Actor	\$2,168.00	\$2,244.00	
SM (Musical)	\$3,562.00	\$3,687.00	
SM (Dramatic)	\$3,062.00	\$3,169.00	
1st ASM (Musical)	\$2,814.00	\$2,912.00	
1st ASM (Dramatic)	\$2,503.00	\$2,591.00	
2nd ASM (Musical)	\$2,352.00	\$2,434.00	
TIER B WEEKLY (PRE-RECOUPMENT)			
Actor	\$1,406.00	\$1,455.00	
SM	\$2,310.00	\$2,391.00	
1st ASM	\$1,826.00	\$1,890.00	
2nd ASM	\$1,586.00	\$1,642.00	
TIER C WEEKLY (PRE-RECOUPMENT)			
Actor	\$1,272.00	\$1,317.00	
SM	\$2,089.00	\$2,162.00	
1st ASM	\$1,652.00	\$1,710.00	
2nd ASM	\$1,441.00	\$1,491.00	
TIER D WEEKLY (PRE-RECOUPMENT)			
Actor	\$1,137.00	\$1,177.00	
SM	\$1,869.00	\$1,934.00	
1st ASM	\$1,477.00	\$1,529.00	
2nd ASM	\$1,296.00	\$1,341.00	
TIER B WEEKLY (POST-RECOUPMENT)			
Actor	\$1,645.00	\$1,702.00	
SM	\$2,703.00	\$2,797.00	
1st ASM	\$2,136.00	\$2,211.00	
2nd ASM	\$1,856.00	\$1,921.00	
TIER C WEEKLY (POST-RECOUPMENT)			
Actor	\$1,488.00	\$1,541.00	
SM	\$2,444.00	\$2,530.00	
1st ASM	\$1,933.00	\$2,001.00	
2nd ASM	\$1,686.00	\$1,744.00	
TIER D WEEKLY (POST-RECOUPMENT)			
Actor	\$1,330.00	\$1,377.00	
SM	\$2,187.00	\$2,263.00	
1st ASM	\$1,728.00	\$1,789.00	
2nd ASM	\$1,516.00	\$1,569.00	

Appendix A

INCREMENTS	9/30/19	9/28/20	9/27/21*
Chorus Part	\$20.00	\$20.00	\$20.00
Principal/General Understudy (Broadway)	\$56.00	\$56.00	\$56.00
Principal/General Understudy (National Tour)	\$56.00	\$56.00	
Principal/General Understudy (Tiers)	\$49.00	\$49.00	
Understudy for Chorus Parts	\$15.00	\$15.00	\$15.00
Initial 6-month Rider (Broadway)	\$80.00	\$80.00	\$80.00
Initial 6-month Rider (National Tour)	\$80.00	\$80.00	
Initial 6-month Rider (Tiers)	\$76.00	\$76.00	
Second 6-month Rider (Broadway)	\$40.00	\$40.00	\$40.00
Second 6-month Rider (National Tour)	\$40.00	\$40.00	
Second 6-month Rider (Tiers)	\$38.00	\$38.00	
Term Contract (Broadway)	\$212.00	\$212.00	\$212.00
Term Contract (National Tour)	\$212.00	\$212.00	
Term Contract (Tiers)	\$187.00	\$187.00	
Swing	\$108.40	\$112.20	\$116.15
Partial Swing	\$15.00	\$15.00	\$15.00
Dance Captain	\$433.60	\$448.80	\$464.60
Assistant Dance Captain	\$216.80	\$224.40	\$232.30
Fight Captain	\$75.00	\$75.00	\$75.00
Rehearsal Overtime	\$46.00	\$46.00	\$46.00
Broadway Per Diem (High)	\$1,008.00	\$1,022.00	\$1,036.00
Broadway Per Diem (Low)	\$966.00	\$980.00	\$994.00
National Tour Per Diem (High)	\$1,008.00	\$1,008.00	
National Tour Per Diem (Low)	\$966.00	\$966.00	
Extraordinary Risk	\$20.00	\$20.00	\$20.00
Set Moves	\$8.00	\$8.00	\$8.00
Tier B Guarantee	\$373,000	\$386,000	
Tier C Guarantee	\$356,000	\$368,000	
Tier D Guarantee	\$334,000	\$346,000	
Tier BCD Per Diem	\$966.00	\$966.00	
Hotel Cap	\$83.00	\$83.00	
OT Travel (National/Tiered Tours)	\$39.00	\$39.00	
Car Fare Reimbursement	\$60.00	\$60.00	\$60.00

* Rates changes effective 9/27/2021 are not applicable to National or Tier Tours.

MEDIA FEE	9/30/19	10/16/19	9/28/20	9/27/21
Media Fee (Broadway)	\$43.36	\$54.20	\$56.10	\$58.08
Media Fee (National Tour)	\$43.36	\$54.20	\$56.10	
Media Fee (Tier B)	\$28.12	\$35.15	\$36.38	
Media Fee (Tier C)	\$25.44	\$31.80	\$32.93	
Media Fee (Tier D)	\$22.74	\$28.43	\$29.43	
Media Fee (Tier B Post-Recoupment)	\$32.90	\$41.13	\$42.55	
Media Fee (Tier C Post-Recoupment)	\$29.76	\$37.20	\$38.53	
Media Fee (Tier D Post-Recoupment)	\$26.60	\$33.25	\$34.43	

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